



**Dedicated Freight Corridor Corporation of India Limited**

(A Govt. of India PSU under Ministry of Railways)

(Dedicated Freight Corridor Corporation of India Ltd.,  
Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Post-Susuwahi (near Union Bank  
of India), Thana-Lanka, -221011)

Email: – cpmmgsgmail.com

**Tender Document No.: MGS/EN/TRACK-MAINT/1/2017(R3)**

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

**Visit:- [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)**

**Help:** Please contact Tenderwizard helpdesk at no. 011- 49424365 or

Mob: 8090426426

## INDEX

<b>Sr. No.</b>	<b>Item</b>	<b>Page No.</b>
<b>1.</b>	<b>Check List of items to be complied by Tenderer(s) before submitting their tender</b>	<b>3</b>
<b>2.</b>	<b>Top Sheet</b>	<b>4</b>
<b>3.</b>	<b>Notice Inviting E-Tender</b>	<b>5</b>
<b>4.</b>	<b>Forwarding letter by Tenderer</b>	<b>6</b>
<b>5.</b>	<b>Section-1, Invitation for Bids</b>	<b>7-10</b>
<b>6.</b>	<b>Section-2, Instruction to bidders</b>	<b>11-20</b>
<b>7.</b>	<b>Section-3, General Conditions of Contract</b>	<b>21-58</b>
<b>8.</b>	<b>Section-4, Special Conditions of Contract and Specifications</b>	<b>59-64</b>
<b>9.</b>	<b>Section-5, Schedule of Quantities</b>	<b>65-72</b>
<b>10.</b>	<b>Annexure-I, Bidders General Information</b>	<b>73</b>
<b>11.</b>	<b>Annexure-II, Performance Bank Guarantee (Unconditional)</b>	<b>74-77</b>
<b>12.</b>	<b>Annexure-III, Form of Agreement</b>	<b>78</b>
<b>13</b>	<b>Certificate of no Relative being an Employee of DFCCIL</b>	<b>79</b>

## **CHECK LIST**

<b>CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS ONLINE.</b>	
<b>1.</b>	TDS certificates/Audited balance Sheets clearly indicating contractual amount received for previous three financial years and current financial year upto the date of submission of Tender.
<b>2.</b>	Completion Certificate issued by Govt. organization /PSU in last three financial years and current financial year up to date of submission of tender for satisfactory completion of similar work.
<b>3.</b>	Registration of Company in case of company.
<b>4.</b>	Partnership Deed/Memorandum and Articles of Association of the firm or company.
<b>5.</b>	Registration under Labour Law (As applicable).
<b>6.</b>	Earnest Money Deposit confirming to Para 3 of General Conditions of Contract (Statutory document) the payment can be done through online as well as offline mode.
<b>7.</b>	Cost of Tender documents in the form of D.D. / Banker cheque in favour of DFCCIL payable at Varanasi can be done through online & offline mode.
<b>8.</b>	Power of Attorney of the person signing the tender documents.
<b>9.</b>	Financial Bid (Microsoft Excel file) to be filled, saved and submitted in e-tender portal i.e, <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>

**Note:**

- (i) Sr.No.1-8, the original documents should be scanned and uploaded in 'Document Library' & attached in particular tender.
- (ii) Sr.No.9, only the downloaded 'Financial Bid' file should be uploaded after filling and saving. Do not upload scanned copy of 'Financial Bid' in 'Document Library'.

## DFCCIL

### Engineering Department TENDER DOCUMENT

Tender Notice No.	:	<b>MGS/EN/TRACK-MAINT/1/2017(R3)</b>
Name of work	:	<b>Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section.</b>
Approximate Cost	:	<b>Rs. 20927080/-</b>
Cost of Tender	:	<b>Rs.10000/-</b>
Submission of EMD	:	<b>Rs. 418550/-</b>
Completion period	:	<b>24 months</b>
Validity of Offer	:	<b>120 days from date of opening of Tender.</b>
Last Date & Time of submission	:	<b>10/04/2017 till 15.00 hrs.</b>
Date of Opening	:	<b>10/04/2017 at 15.30 hrs.</b>

**NOTICE INVITING TENDER****Tender Notice No. MGS/EN/TRACK-MAINT/1/2017(R3)****Date: 10.03.2017**

The Chief Project Manager DFCCIL MGS for and on behalf of DFCCIL invites Open, E-Tender in Single Packet System on the prescribed forms for the under noted work:

Tender Notice No.	<b>MGS/EN/TRACK-MAINT/1/2017(R3)</b>	
Name of work	<b>Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section</b>	
Type of Tender	Open Tender, Single Packet System	
Type of Contract	Works Contract.	
Estimated Cost of Work	<b>Rs.20927080/- (Rs .Two Crore Nine Lakh Twenty seven Thousand Eighty only</b>	
Completion Period	<b>2 (Two Year)</b>	
Earnest Money Deposit	<b>Rs.418550/- (Rs. Four Lakh Eighteen Thousand Five Hundred Fifty only) to be submitted by the Bidder in DFCCIL Bank Account by Offline mode through DD/Bankers Cheque/FDR.</b>	
Cost of Tender Document	Rs.10000 /-. To be paid by D.D. /Bankers Cheque in favour of DFCCIL payable at MGS.	
Tender Processing Fee	Rs. 8625/- ( Eight Thousand six hundred twenty five)	
Performance Guarantee	5% of the Contract Value as per General Condition of the Contract.	
Security Deposit	In additional to Performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bills.	
Validity of the offer	120 days from the date of opening of tender.	
Address of Communication:	Mr. Ajit Kumar Mishra, Chief Project Manager, DFCCIL, Mughalsarai Swarna Complex, 2 <sup>nd</sup> Floor, Susuwahi, Varanasi – 221011 Phone No. 0542-2570122	
E-Tendering Web site Address and Help Desk No.:-	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> helpdesk no. <b>011- 49424365 or 8090426426</b>	
<b>DATE &amp; TIME SCHEDULE</b>		
Date & Time of Start & Submission of Filled Tender Document	E-Tender can be downloaded from 11:00 hrs of 10/03/2017 and can be submitted upto 15:00 hrs of 10/04/2017 from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>	
Date & Time of Opening of Tender	At 15:30 hrs of 10/04/2017	

## Forwarding letter by Tenderer

To,  
Chief Project Manager,  
DFCCIL, MGS.

**Tender Notice No. : MGS/EN/TRACK-MAINT/1/2017(R3)**

**Name of the work:** Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section

1. I ..... /We  
..... have  
read the various conditions of tender attached hereto I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work ad set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.

2. A Sum of Rs.418550/- (Rs. Four Lakh Eighteen Thousand Five Hundred Fifty only)has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

(i) I/we do not execute the contract agreement within **07 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.

OR

(ii) I/We do not commence the work within **15 days** after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

.....  
Signature of Witness

.....  
Signature of Tenderer(s)  
Tenderer/s address:  
.....

Place: .....

Date: .....

## **Dedicated Freight Corridor Corporation of India Limited**

(A Govt. of India PSU under Ministry of Railways)

(Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, -221011).)

### **Section-1**

### **Invitation for Bids (IFB)**

- 1.** The Chief Project Manager/MGS, (Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, -221011).invites E-tenders in single packet system on prescribed forms from firms/companies meeting qualifying requirements and have requisite experience and financial capacity for the following work:

Tender Notice No.	<b>MGS/EN/TRACK-MAINT/1/2017(R3)</b>	
Name of work	<b>Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section</b>	
Type of Tender	Open Tender, Single Packet System	
Type of Contract	Works Contract.	
Estimated Cost of Work	<b><i>Rs.20927080/- (Rs . Two Crore Nine Lakh Twenty seven Thousand Eighty only</i></b>	
Completion Period	<b><i>2 (TwoYear)</i></b>	
Earnest Money Deposit	<b><i>Rs.418550/- (Rs. Four Lakh Eighteen Thousand Five Hundred Fifty only) to be submitted by the Bidder in DFCCIL Bank Account by Offline mode through DD/Bankers Cheque/FDR.</i></b>	
Cost of Tender Document	Rs.10000 /-. To be paid by D.D. /Bankers Cheque in favour of DFCCIL payable at MGS.	
Tender Processing Fee	Rs. 8625/- ( Eight Thousand six hundred twenty five)	
Performance Guarantee	5% of the Contract Value as per General Condition of the Contract.	
Security Deposit	In additional to Performance guarantee, the agency will have to deposit 5% security deposit to be deducted @ 10% of Running on account bills.	
<b>(A)- Technical Eligibility Criteria:-</b>		
<b>Criteria Requirement</b>		<b>Submission Requirement</b>
The tenderer must have satisfactorily completed at least one similar single work in last three previous financial years and the current financial year upto the date of submission of tender in Govt. Org./PSU for a minimum 35% of advertised tender value i.e. Rs. 7324478/- <b>OR</b>		The tenderer shall submit the completion certificates /certified completion certificates from the client(s) and or Photostat of original

<p>In case of composite work The tenderer must have satisfactorily completed in last three previous financial years and the current financial year upto the date of submission of tender, at least one work having component of similar work for minimum 35% of advertised tender value i.e. Rs.7324478/-in any Govt. Organization/PSU.</p> <p>Note:</p> <p>1- “Similar work means “ Any work of Permanent Way”.</p> <p>2. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying his / her compliance to the above mentioned technical eligibility criteria in the tender under consideration.</p> <p>3.In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.</p>	<p>certificates of client. All documents either original or photocopy should be attested by Notary.</p>
<b>(B) Financial Eligibility Criteria:-</b>	
Criteria Requirement	Submission Requirement
<p>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 atleast 150% of advertised value of tender.</p> <p>Note:--</p> <p>1 . Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member’s share in that JV firm for the purpose of satisfying his / her compliance to the above mentioned technical eligibility criteria in the tender under consideration.</p> <p>2.In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.</p>	<p>TDS certificates/Audited balance Sheets and or photostate of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary</p>
Validity of the offer	120 days from the date of opening of tender.
Address of Communication:	<p>Mr. Ajit Kumar Mishra, Chief Project Manager, DFCCIL, Mughalsarai Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Varanasi – 221011 Phone No. 0542-2570122</p>
E-Tendering Web site Address and Help Desk No.:-	<p><a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> helpdesk no. <b>011- 49424365 or 8090426426</b></p>
<b>DATE &amp; TIME SCHEDULE</b>	
Date & Time of Start & Submission of Filled Tender Document	E-Tender can be downloaded from 11:00 hrs of 10/03/2017 and can be submitted upto 15:00 hrs of 10/04/2017 from <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Date & Time of Opening of Tender	At 15:30 hrs of 10/04/2017

## 2. THE BANK DETAILS



Bank Details for depositing EMD and Tender Document cost through online is as under:

Bank name	Union Bank of India
Name	Dedicated Freight Corridor Corporation of India Limited
A/C No	356101010200796
IFSC Code	UBIN0539945
Branch	TIKRI -1, Branch, VARANASI

**3. Eligibility Criteria:**

Eligibility criteria of applicant shall be assessed as per Clause-2 of section-4, 'Special Conditions of the Contract' of Tender Document.

4. Interested bidders who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer
5. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL"s website at least three days in advance of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them.
6. The tender documents should be submitted through online mode in website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and . The offer submitted other than online will not be accepted. Please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification.
7. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password to login [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which has to be obtained by submitting an annual registration charges of INR 2000/- + Service tax @ 15% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries (ITI) need not pay registration charges. For further details please refer Para-1.1, 'Procedure for submission of E-tender' of 'Instructions to Bidder' (ITB), Section-2 for clarification.
8. E-Tenders shall be opened online at the address given below at the time and date given in NIT. The tenderer or their representative may attend the tender opening.

Address of Office of the Chief Project Manager/MGS:-

**Chief Project Manager/MGS, DFCCIL**, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, -221011).

Tender shall be submitted as per “Instructions to Bidders (ITB)” forming a part of the tender document.

- 9.** Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
- 10.** DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL’s assessment of suitability as per eligibility criteria shall be final and binding.
- 11.** Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
- 12.** DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder.

We look forward for your active participation.

For & on behalf of DFCCIL  
Chief Project Manager/MGS

## Section -2

### Instructions to Bidders (ITB)

- 1. General:** All bidders must note that this being E-tender, bids received only through E-tendering portal shall be considered as an offer. Any bid received in paper form will not be opened and shall be summarily rejected. Further following instructions should be noted by bidders

- 1.1 Procedure for submission of E-tender:**

- 1.1.1 Bid Document obtaining process:**

The Bidder who wish to view free Notification and tender documents can visit DFCCIL's website [www.dfccil.gov.in](http://www.dfccil.gov.in) OR [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) OR Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in).

Interested bidders who wish to participate should visit website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer. Further the procedure is as follows:

- Register yourself with M/s. Indian Telephone Industries (ITI) for obtaining Login ID and Password (after paying necessary charges). This is one time annual payment and applicable for bidding other tenders also.
- Obtain Class-III Digital Signature Certificate from ITI or any other digital signature issuing authority. In case bidder wish to obtain the digital signature certificate from ITI, they may contact helpdesk numbers **011- 49424365 or 8090426426**.
- Using the login ID, password and digital signature enter the tender portal to purchase the tender document.
- The tender document charge has to be paid through DD/Bankers Cheque drawn in favour of Dedicated Freight Corridor Corporation of India Limited payable at Varanasi .

- Payment of processing fees through e-payment. This payment can be done only through e-payment gateway of ITI at the time of request.
- After the payment of E-Tender processing fee and Tender Document cost the bidder can download the 'financial bid' (Microsoft Excel file 'Financial bid.xls') by clicking the link "Show Form".

### 1.1.2 Bid submission process:

- Before quoting the rate and uploading the 'Financial Bid' in given format only. Bidders are advised to upload scanned copies of the following supporting document (please refer Check list) in 'document library'. The list is indicative and not extensive.
    - i. Payment document of 'Tender Document Charge' (Statutory document).
    - ii. EMD Document confirming to Para 3 of General Conditions of Contract (Statutory document).
    - iii. Supporting Documents for Eligibility Criteria as per Para-2 of 'Special Conditions of Contract & Specification', Section-4
    - iv. Service Tax Registration Certificate.
    - v. Partnership deed/Memorandum and Articles of Association of the firm or company, if applicable.
    - vi. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public.
    - vii. Any other supporting document as required.
  - After uploading above documents, bidder should quote their rates in the downloaded 'Financial Bid' file and save the file. After saving, the bidder can upload the filled file. The name of the downloaded 'Financial Bid' ('Financialbid.xls') file should not be changed.
  - Bidder should submit the original EMD & Tender Document Fees in Chief Project Manager/MGS's Office on/or before closing time and date of tender. On failure of the same, the offer of the bidder is liable to be rejected.
- 1.2 **Cost of biddings:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the DFCCIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.3 **Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

- 1.4 Currencies of Bid and Payment:** The Bidder shall quote the unit rates and the prices entirely in the Indian Rupees.
- 1.5 Period of Validity of Bids:** Bids shall be signed by a authorized person and shall be valid for 120 days from the date of opening of the tender. The Bid for shorter validity period shall be rejected by the DFCCIL as non-responsive.
- 1.6 Format and Signing of Bid:** Bid document shall be signed by a person duly authorised to sign on behalf of the Bidder. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.
- 1.7 Signing of Contract:** The successful bidder, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a letter of acceptance. In response the successful bidder should sign the contract agreement **(Annexure-III)** within Fifteen days from the date of issue of acceptance letter.
- 1.8 Corrupt Practices:** The DFCCIL require that bidders, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts.
- 1.9** Tenderer may carefully 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. In addition, the EMD of such tenderer shall be forfeited. The decision of DFCCIL in this respect shall be final and binding.
- 1.10** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.
- 2.** The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding document. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive according to the bidding document in every respect will be at the bidders risk and may result in rejection of his bid.
- 3. Understanding and Amendments of Tender Documents:**

- 3.1 The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 3.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- 3.3 At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- 3.4 DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

**4. Signing of All Bid Papers and completing Financial Bid:**

This tender being E-tender, the digital signature obtained from approved Controller of Certificate Authorities (CCA) shall only be considered as authentic. The process of obtaining digital signature has been specified at Para-1.1 of ITB.

5. **Deviations:** The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned.
6. **Earnest Money Deposit:** The tender must be accompanied by a sum of Rs.418550/- (Rs. Four Lakh Eighteen Thousand Five Hundred Fifty only) as Earnest money deposited by directly in DFCCIL account in the form of:-

- a. Demand Drafts/Bankers Cheque/FDR drawn on any nationalized bank or a

Scheduled Bank. Earnest money shall be in favour of “Dedicated freight Corridor Corporation of India Limited” payable at Varanasi.

- i. The bids not accompanied by valid EMD shall be summarily rejected. In case the EMD as well as tender document cost is being deposited in any form mentioned above in Clause 6 (a), the scanned copy of the same shall be uploaded with the bid and the same shall be submitted in physical form at the “Office of Chief Project Manager, DFCCIL Unit Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, - 221011)., before opening of the Tender. Failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.

6.1 No interest shall be allowed on Earnest Money Deposit.

6.2 Forfeiture of Earnest Money:

6.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the “Appendix to Tender” or extended validity period as agreed to in writing by the tenderer.

6.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:

- i) Sign the Contract Agreement in accordance with the terms of the tender, or
- ii) Furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender.

6.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

**6.3 Return of Earnest Money:**

6.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

6.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:

- i) The Earnest Money Deposit (EMD) shall be retained towards Security Deposit and further deduction of Security Deposit from the bills shall commence after adjusting this EMD amount.

**7. Deadline for submission of tender:**

- 7.1 The bidder must ensure that the tender document is submitted before the closing time of the tender. The tender submission shall stop at prescribed date and time as mentioned in NIT.
- 7.2 Tenderer should submit the original EMD and Tender Document Fee (*in case payment of the same by offline mode*) in Chief Project Manager/MGS's Office on/or before closing time of tender. Tenderer should also upload the scanned copy of the above on the tender Portal while submitting the tender. The Bid of tenderer is liable to be rejected in case they fail to submit the above original EMD & Tender document fee physical form in CPM office before closing of tender.
- 7.3 Bidder can anytime change the quoted rates before date & time of closing of tender.

- 8. **Withdrawal of Tender:** No tender can be withdrawn after submission and during tender validity period.

**9 Opening of the tender**

- 9.1 Tenders will be opened online at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.
- 9.2 Tenderers or their authorized representatives who are present shall sign in register as evidence of their attendance.

**10 Clarification of the tenders**

- 10.1 To assist the examination, evaluation and comparison of the tenders, DFCCIL may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.



## **11 Preliminary examination of bids**

- 11.1 The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- 11.2 Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- 11.3 Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
- i) That affects in any substantial way the scope, quality or Performance of the contract.
  - ii) That limits in any substantial way, inconsistent with the bidding documents, the DFCCILs' rights or the successful Bidders obligations under the contracts; or
  - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 11.4 If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- 11.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

## **12 Evaluation and comparison of tenders**

- 12.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria" and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with

necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

### **13 Canvassing**

- 13.1 No tenderer is permitted to canvass to DFCCIL on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

14. Right to accept any tender or reject all tenders:

DFCCIL reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

15. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the DFCCIL shall deem such tender as invalid.

### **16. Award of Contract**

- 16.1 DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or through bearer that his tender has been accepted.
- 16.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

### **17. Security Deposits (SD):**

The Security Deposit will be equal to 5 % of the value of the contract. Security Deposit shall be deducted at the rate of 10% from each of the bill of the contractor till the realization of full amount of Security Deposit as per contract after adjusting the EMD.

### **18 Help desk for E-Tendering**

- 18.1 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 8090426426**
- 18.2 Bidder manual & system requirement is available on web site [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) for necessary help.

### **19 SUBMISSION OF BIDS**

- a) In case Tender opening date is declared as holiday, the tender will be opened on next working day at 15:30 hrs.

- b) All bids shall be submitted in accordance with the instruction contained in these documents (hereinafter called as tender documents). Non-compliance with any of the instructions set forth herein above is liable to result in the tender being rejected.
- c) The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.

Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

**20. Mobilization Advance: - Not applicable.**

**21.0 ELIGIBILITY CRITERIA**

21.1 The Tenderer(s) should satisfy the minimum Eligibility Criteria as laid down in the tender document and in support of eligibility criteria, the Tenderer(s) should have to submit documents as stipulated below along with their tenders.

**21.2 The Minimum Eligibility Criteria is as per Clause 2, of Section-4, “Special Condition of this contract” of Tender Documents.**

Tenderer(s) shall submit along with the tender, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Tender notice & Tender conditions.

21.3 In case the Tenderer(s) do not submit any proof for meeting with the eligibility criteria as laid down above in the Tender notice & Tender conditions, along with the tender, the offer shall be considered as in-complete.

21.4 All photo copies should be enclosed with the tender form duly attested.

**22. INCOME TAX**

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

**23. SERVICE TAX**

Service Tax as applicable on gross value of each running account bill shall be paid by DFCCIL as per prevailing law (if applicable).

**24. 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 duties including excise duty, sales tax, works contract tax, local taxes, income tax, octroi and other taxes State and Central Government.

The contractor has to submit the documentary evidence for payment of all statutory remittances along with Bill.

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.

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

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, octroi etc.

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

**26. Jurisdiction of Courts:** Jurisdiction of courts for dispute resolution shall be at VARANASI (U.P)/only.

**27.** All the uploaded scanned documents should be digitally signed by the bidder.

### **Section 3**

## **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 Railway/DFCCIL or of the Successor Railway / 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/CPM 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 "Railway" and shall mean and include their successors of the successor Railway.
- (e) "Engineer" and Employer's Engineer shall mean the Chief Project 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 Railway / DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract .
- (i) "Works" shall mean the works to be executed in accordance with the contract.

- (j) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
- (k) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also includes 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, equipments 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 Railway/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 thereto, 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/CPM/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 local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect hereof.
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 in 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 Railways / DFCCIL as part of security for the due and faithful fulfillment 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 / CPM, DFCCIL, then JA grade officer / CPM, 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

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 upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 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;

(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 PG shall be initially valid up to the stipulated dated 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 JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.

(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 DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that 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 DFCCIL:- In the event of any failure or delay by the DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation 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 not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 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 General Manager/ROB /CPM 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 effect from the Engineer and shall proceed with the same with due expedition and without delay.

19.(3) Accepted Programme of work:- The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill 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 drawing 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/ General Manager/ROB,/CPM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23 Working during night:- The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.

24. Damage to Railway / DFCCIL property or private life and property:-Thecontractor 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 / D F C C I L 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 notto 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 equipments 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 DFCCIL to rescind the contract under clause 62 of these conditions.

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

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

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

30. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the

said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

- 33.(1) Tools, Plant and Materials Supplied by DFCCIL:- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his 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 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 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 Contractor 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 he un o fore-mentioned, then and in such a case the Contractor shall only been titled 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 CPM/General Manager/ROB within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CPM's/ 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 Contractor, and till then the DFCCIL shall have the right to DFCCIL and pudiateuch 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 rated 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 expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.
- 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.
  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 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 DFCCIL;
- (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (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 agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL .

3. In cases where decrease is involved during execution of contract:

- (a) The contract signing authority can decrease the items upto 25% of individual item.
- (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 work to be executed by the Contractor in fulfillment 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 monthly 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 upto Re. 1/- will be reckoned as Re. 1/-

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

46.(4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by RTGS/NEFT only.

#### **46A PRICE VARIATION CLAUSE:**

46A.1 Applicability: Price variation clause shall be applicable for this contract and irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract.

Materials supplied free of cost by DFCCIL to the contractors shall fall outside the purview of price variation clause. If, in any case, accepted offer include some specific payment to be made to consultant or some materials supplied by DFCCIL free or at fixed rate, such payment shall be excluded from the gross value of the work for the purpose of payment /recovery of price variation.

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

46A.3 Validity : Rates accepted by DFCCIL shall hold good till completion of work and no

additional claim shall be admissible on account of fluctuations in market rates increase in taxes / any other levies / tolls etc except that payment recovery for overall market situation shall be made as per Price variation clause given hereunder.

46A.4 Adjustment for variation in prices of material, labour, fuel, explosives detonators, steel, concreting, ferrous, nonferrous, insulator, zinc and cement shall be determined in the manner prescribed hereunder.

46A.5 Components of various items in a contract on which variation in prices be admissible shall be material, labour, fuel, explosives detonators, steel, cement and lime, concreting, ferrous, nonferrous, insulator, zinc, erection, etc. However, for fixed component, no price variation shall be admissible.

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

Component	% age	Component	% age
(A) Earthwork contracts	N.A		
Labour component	-	Other material components	-
Fuel component	-	Fixed component *	-
(B) Ballast and Quarry products Contracts	N.A		
Labour component	-	Other material components	-
Fuel component	-	Fixed component*	-
(C) Tunnelling Contracts	N.A		
Labour component	-	Detonator Component	-
Fuel component	-	Other material components	-
Explosive Component	-	Fixed component*	-
(D) Other work Contracts**			
Labour component	30%	Fuel component	15%
Material component	40%	Fixed component*	15%

\* It shall not be considered for any price variation

\*\* Category of PVC applicable for Schedule A, B and C( other than supply of cement and steel in schedule D & E)

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

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

$$(iv) \quad E = \frac{W \times (E_Q - E_B)}{E_B} \times \frac{E_C}{100}$$

$$E_B = 100$$

$$(v) \quad D = \frac{W \times (D_Q - D_B)}{D_B} \times \frac{D_C}{100}$$

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

$$(vii) \quad C = C_V \times (C_Q - C_B) / C_B$$

- L Amount of price variation in Labour.
- M Amount of price variation in Materials.
- F Amount of price variation in Fuel.
- S Amount of price variation in Steel.
- C Amount of price variation in Cement.
- W Gross value of the work done by the contractor as per on account bill(s), excluding cost of materials supplied by DFCCIL at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)
- LB Consumer price index number for industrial workers- All India- published in RBI bulletin for the base period.
- LQ Consumer Price Index Number for industrial workers -All India- Published in RBI bulletin for the average Price Index of the three months of the quarter under consideration.
- MB Index Number of wholesale prices – By groups and sub groups-All commodities-As published in the RBI Bulletin for the base period
- MQ Index Number of wholesale prices – By Groups and sub Groups-All
- FB Index Number of wholesale prices – By Groups and sub Groups for fuel, power, light and lubricants as published in the RBI Bulletin for the base period.
- FQ Index Number of wholesale prices – By Groups and sub Groups for fuel and power as published in the RBI Bulletin for the average Price Index of the three months of the quarter under consideration.
- SW Weight of steel in tonnes supplied by the contractor as per the on accounts bill for the Month under consideration.
- SQ SAIL's (Steel Authority of India Limited) ex-works / ex plant price plus excise duty there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing rate on the first day of the month in which the steel was purchased by the contractor or as prevailing rate on the first day of the month in which the steel was brought to the site by contractor whichever is lower.

In case there is no notification by SAIL for the month under consideration, the price of steel as notified in the last available month is to taken.

SB SAIL's Ex- works price plus excise duty there of (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of month in which the tender was opened.

If the rates in negotiated tenders are accepted, this will be the month in which negotiations were held. In case there is no notification by SAIL for the month under consideration, the price of steel as notified in the last available month is to taken.

CV Value of cement supplied by contractor as per on account bill in the quarter under consideration.

CB Index Number of wholesale prices of sub Group (of cement & lime) as published in the RBI Bulletin for the base period.

CQ Index Number of wholesale prices of sub Group (of cement & lime) as published in the RBI Bulletin for the average price index of three months of quarter under consideration.

LC % of labour component

MC % of Material component

FC % of Fuel component  
46A.9 Relevant categories of steel for the purpose of operating the above price variation, as mentioned in this clause, based on SAILS ex works price plus excise duty thereof are as under:

S. No. Category of steel supplied in Category of steel produced by SAIL whose

Railway work ex-works price plus excise duty would be adopted to determined price variation.

- 1 Reinforcement bars and other TMT 8 mm, IS 1786 Fe 415/Fe 500 rounds
- 2 All types and sizes of angles Angle 65X65X6 mm IS 2062 E250 A SK
- 3 All types and sizes of plates PM Plates above 10-20 mm IS 2062 E 250 A SK
- 4 All types and sizes of Channels 200x75 mm IS 2062 E250 A SK channels and joists
- 5 Any other section of steel not covered in the above categories and excluding HTS

Average of price for the 3 categories covered under S. No. 1, 2, 3 above

Special Note:

(1) It is clearly indicated that price variation implies both increase as well decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.

(2) The Index Number for the base period will be the Index Number as obtained for the month of opening of the tender and the quarter will commence from the month following the month of opening of tender. If the rates quoted in negotiated tenders are accepted, the base month for PVC will be month in which Negotiations are held.

(3) General Conditions of Contract shall be applicable in context of Price variation. However, decision of Engineer shall be final & finding, in case of any conflict.

**46A.10 Price Variation During Extended Period of Contract:**

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

(a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract; as the case may be.

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

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

48.(1) Certificate of completion of works:- As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The 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:- The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

50.(2) Cessation of DFCCIL Liability: - The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor upto 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-contractor 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's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by 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 interse.

#### **LABOUR**

54.0 Wages to Labour:- The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

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



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

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

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and / the cost of works is rupees one lakh or more.

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 or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall 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 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 license until the completion of the work. Any failure to fulfill 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 fulfill his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the 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.

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 make 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 behavior by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of the 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 neighborhood 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 (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries

with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of validity of medical fitness certificate:- A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated 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 of 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

61.(1) Right of DFCCIL of determine the contract:- The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination shall be conclusive evidence thereof.

61.(2) Payment on determination of contract:- Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The contractor shall have no claim to any payment of compensation or otherwise, 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 or 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 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 such notice proceed to make good his default in so far as theof 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 hour's 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 hour's 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 /General Manager/CPM, DFCCIL and the Director/General Manager/CPM, 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.

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

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



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

64.(3) Appointment of arbitrator

64.(3)(a)(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 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.

## **Section 4**

### **SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**

**Name of work:** Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section

#### **1- SPECIAL CONDITIONS OF CONTRACT FOR TRACK WORKS**

1.1 The execution of works in contract shall be governed by Indian Railway Code for Engineering Department, Indian Railway Permanent Way Manual, Indian Railway Track Machine Manual, USFD Manual, DFCCIL'S SSOD (Eastern corridor) and the standard specification of track material and works. In case of contradictions, the clauses under track special conditions and specifications shall prevail.

1.2 The tenderer in their own interest should visit the site of work with the concerned Executives/APM of DFCCIL or with their authorized representatives after fixing an appointment with them in advance and ascertain the nature and quantum of work, site condition, availability of approach roads, availability of labour, water, electricity, land for labour camps etc.

1.3 The contractor shall not start any work on the track under traffic condition without the presence of DFCCIL's supervisor at site .in case the contractor or his representative starts any work ,it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action under the Indian Railway Act.

1.4 In case any train is detained at approach of work site or at a station on account of its passage being considered unsafe by DFCCIL supervisor due to bad workmanship of the contractor or the track parameter being unsatisfactory for safe passage of trains ,or due to the contractor leaving the work site unfinished or due to work being delayed by the contractor . The DFCCIL shall be entitled to recover detention charges from contractor 's bill or security deposit or any other dues etc. At the rate of Rs. 5000/- per hour or part thereof for each train so detained. Detention of train as determined by DFCCIL shall be final and binding upon the contractor.

1.5 Notwithstanding the provisions of clause 62 of GCC, the DFCCIL reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.

1.6 In case any accident occurs at the work site ,the findings of enquiry committee set up the Railway/DFCCIL to investigate the cause of accident shall be final and binding on the contractor . If contractor is held responsible for the accident , the contractor is liable to be terminated forthwith not withstanding the provisions of GCC.

1.7 Irrespective of invoking provisions of clause 6 above mentioned or otherwise ,penalty up to an upper limit of 10% of the total cost of work may be imposed in case accident occurs due to contractor 's negligence as decided by the DFCCIL, whose decision shall be final and binding on the contractor. The contractor is also liable for prosecution if loss of life is involved.

1.8 Traffic blocks required to carry out certain track works will be arranged by the DFCCIL. Actual availability of block vis-a vis those planned. The wastage of labor , if any , occurring on account of non availability of block would not be paid for. No claims of such account shall be considered.1.9 The contractor shall proceed for the work in systematic manner so as to ensure that the stretch of track under speed restrictions and its duration are the minimum. The decision of the engineer in this regard shall be final and binding.

1.10 On deep screening sites the contractor may be required to handle additional ballast which might have been put in during the intervening period . Nothing extra will be paid for handling the additional ballast in al such cases.

1.11 The work shall be carried out that there is no infringement to DFCCIL'S Standard Schedule Of Dimensions.

1.12 The DFCCIL shall arrange for protection of track (s) by their staff .in addition the contractor may arrange for lookout man to warn his workers. No compensation will be paid by DFCCIL in case of injury or death to contractor's worker and the contractor indemnify the DFCCIL of any responsibility in this regard. The contractor may obtain group insurance in respect of his work.

1.13 At each work site ,the contractor shall employ and post one technical supervisor who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor so employed shall be advised to Engineer. If in the opinion of the Engineer this supervisor is not fit to be the in charge of work , he shall be forthwith replaced, in this matter ,decision of the Engineer shall be final and binding on the contractor.

1.14 The contractor 's technical supervisor shall be present at work site ,at all the times, when the work being execute. The contractor shall employ adequate number of workers to give consistent and desired progress per day.

1.15 The contractor shall arrange for the safe custody of the DFCCIL/Raiway's material supplied/hired to him. In case of loss of DFCCIL material the DFCCIL will recover the cost as per extant rules.

1.16 Site order books ,progress register and material issue register shall be maintained at site and the entries will be recorded on day to day basis in the registers and signed jointly by DFCCIL supervisors and by contractor or his authorized representatives .All details of stretches under various stage of work for different stages of packing, imposition and removal of speed restriction , measurement of track parameters ,account of released material etc shall be recorded therein.

1.17 For execution of works the contractor has to arrange his own tools, plants and equipment's, unless otherwise stated in the schedule. DFCCIL shall provided equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases , hire charge as per extant rules for the tools and plants and equipment supplied by the DFCCIL to the contractor will be recovered from the bills/security deposit/or any other dues.

1.18 In case of loading ,unloading from railway wagons all commercial formalities shall be observed. All demurrage / wharfage charges occurring due to neglect of contractor will be recovered from his bills.

1.19 The contractor may be required to suspend deep screening work during adverse conditions ,such as rains and no compensation will be payable.

1.20 Portable ballast cleaners/inclined screens shall be used for screening the ballast at deep screening sites. Use of wire baskets is not permissible for screening ballast. The contractor shall make his own arrangements for Portable ballast cleaners/inclined screens . Where feasible these may be supplied by DFCCIL .

1.21 No ballast shall be wasted on the slopes of banks or in cuttings.

1.22 Provision of temporary speed restriction boards and their lighting etc shall be arranged by the DFCCIL.

1.23 Rail, sleeper, and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use.(concrete sleepers shall preferably be handled by mechanical equipment)

1.24 NON COMPLIANCE WITH THE INSTRUCTION/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE

A--The contractor shall always comply with the instruction/directives issued by the Engineer ' Representative from time to time . In the event of non compliance with such instructions/directives , apart from and in addition to other remedies available to the DFCCIL /Railway as specified herein above the Engineer ' representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the site and unhampered movement of Railway/DFCCIL traffic. The decision of engineer 's representative in regard to the need , appropriateness and

adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the DFCCIL/Railway shall be intimated in writing by the engineer's representative to the contractor soon after such deployment.

B--When the required staff workers with necessary equipment are deployed in the above manner , recovery at the following rates shall be made from the contractor 's dues under this contract or any other contract. The recovery of total numbers of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs. 30/- ( Rs thirty ) only per hour. The aggregate period of the man hours for purpose of above recoveries shall be reckoned from the time DFCCIL/Railway staff workers actually deployed at the work site till the work is completed to the satisfaction of the engineer's representative whose decision in this regard shall be final , conclusive and binding on the contractor . Recoveries for the deployment of the tools, plant and equipment shall be made at the rate twice the hire charges as per extant rules.

#### **1.25 P E R S I S T E N T N O N C O M P L I A N C E W I T H T H E I N S T R U C T I O N / D I R E C T I V E S O F T H E E N G I N E E R ' S R E P R E S E N T A T I V E**

A- If the contractor persistently does not comply with instruction /directives of the engineer's representative, apart from and in addition to the remedies available to the DFCCIL /Railway as specified herein above without prejudice to the DFCCIL /Railway's right in this regard ,the Engineer's representative which for the purpose of this clause shall include the inspector of Civil Engineering Department, appointed by the DFCCIL can suspend the contractor's work till the engineer's representative is satisfied that the contractor has taken necessary steps and is in position to comply with the instructions issued by the engineer 's representative.

B -The decision of engineer 's representative in this regard shall be final ,conclusive and binding on the contractor . The contractor shall not have any claim what-so-ever against the DFCCIL for such suspension of the work.

C-During such period suspension of work ,the contractor shall not in any manner attempt to carry out any work at the work site . Any such attempt on the part of the contractor shall tantamount to tampering of the DFCCIL track , for which the contractor shall be liable for appropriate action under the relevent provision of Indian Railway Act OR any other act applicable/enforceable from time to time.

1.26 When material are being moved on track under para 1120 of IRPWM by material trolley /dip lorry , movement shall be permitted strictly under the control and supervision of DFCCIL representative , holding a competency certificate for working lorries/dip lorry under para 1120 (4) of IRPWM without block protection , unloading/loading of material trolley /lorry to permit movement of trains may become necessary. Such incidental loading (s)/unloading (s) shall not not entail measurement of payment.

1.27 In course of execution of any of the works specified in the schedule , if any damage occurs to the rails , sleepers , points and crossing or other permanent way materials, tendering them unsuitable or use cost of materials damaged shall be recovered by railway from the contractor as per extent rules.

1.28 All tools, plants equipment and other materials to be used by the contractor shall be of approved type only.

#### **2-ELIGIBILTY CRITERIA :**

Notice No.	MGS/EN/TRACK-MAINT/1/2017(R3)	
Name of work	Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section	
Completion Period	2 (TwoYear)	
(A)- Technical Eligibility Criteria:-		
Criteria Requirement		Submission Requirement
<p>The tenderer must have satisfactorily completed at least one similar single work in last three previous financial years and the current financial year upto the date of submission of tender in Govt. Org./PSU for a minimum 35% of advertised tender value i.e. Rs. 7324478/-</p> <p>OR</p> <p>In case of composite work The tenderer must have satisfactorily completed in last three previous financial years and the current financial year upto the date of submission of tender, at least one work having component of similar work for minimum 35% of advertised tender value i.e. Rs.7324478/-in any Govt. Organization/PSU.</p> <p>Note:</p> <p>1- "Similar work means " Any work of Permanent Way".</p> <p>2. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above mentioned technical eligibility criteria in the tender under consideration.</p> <p>3.In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.</p>		<p>The tenderer shall submit the completion certificates /certified completion certificates from the client(s) and or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary.</p>
(B) Financial Eligibility Criteria:-		
Criteria Requirement		Submission Requirement
<p>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 atleast150% of advertised value of tender.</p> <p>Note:--</p>		<p>TDS certificates/Audited balance Sheets and or photostate of TDS certificates/Audite</p>

<p>1 . Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above mentioned technical eligibility criteria in the tender under consideration.</p> <p>2.In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.</p>	<p>d Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary</p>
<p>Validity of the offer</p>	<p>120 days from the date of opening of tender.</p>

3-Joint Venture not permitted.

4.0 - Code/Standards/Manual for the work

(I) Introduction

The Materials and workmanship specification as follows has been based on Indian Standards and International Standards as scheduled below. Apart from the basic data, specifications etc. all items of works shall be governed by the Codes & Specifications as detailed hereunder and as revised / corrected / amended up to 28 days before the due date of submission of the Bid Proposal.

The Contractor shall also be responsible for getting the approval from DFCCIL for the International Standards which are not specifically included herein below and the Contractor intends to apply the same for the detailing of his design, additionally.

(II) Relevant Standards

All items of works shall be governed by the latest versions of the following Codes, Specifications as revised/corrected/amended (with latest correction slip) up to the time as specified above. In case of any contradiction in various codal provisions, the order of precedence shall be as follows:

a) Specific provisions in the Special Condition of Contract b) IRS Codal provisions

- (1) Guidelines for Earthwork in Railway Projects: Guideline No. GE: G-1, July, 2003. And GE-14
- (2) Guidelines on Erosion Control and drainage of Railway Formation - Guideline No. GE: G-4
- (3) Indian Railway Schedule of Dimensions for Broad Gauge
- (4) Standard Schedule of Dimensions for Eastern Dedicated Freight Corridor for Indian Railways.
- (5) Indian Railway Code for Practice of Plain/Reinforced and Pre-stressed concrete for general/bridge construction (Concrete Bridge Code- 1997) with correction slips up-to-date
- (6) Indian Railway – Engineering Code
- (7) Indian Railways LWR manual.
- (8) Indian Railway Bridge Manual 1998 with correction slip up-to-date.
- (9) Indian Railways Permanent Way Manual.
- (10) Indian Railways Works Manual, USFD manual , Track Machine Manual, AT Welding



manual, Flash butt welding manual with latest correction slips.

## **SECTION -5**

**DFCCIL/CPM/MGS Unit**

### **SCHEDULE OF ITEMS, RATES & QUANTITIES**

#### **Rate Sheet**

#### **Name of Work:**

**Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section.**

Schedule A-1
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Sl. No	Description of work	Quantity	unit	Rate	Amount
1	Supply of labour(skilled & unskilled) and other consumables for SKV welding for 60 kg 90 UTS in running track.it includes filing grinding of the welded joints on top and gauge face as per AT welding manual.for welding. The work includes all related works to create gap by cutting,delinking,pulling single rail/rail panel(if required for welding of joints), levelling & aligning etc shall be done by contractor. After USFD test , all failed joint (if any) will have to be cut,removed and re welded by contractor at his own cost.	250	Each	1098.00	274500.00
2	Overhauling of Level Crossing (LC) gate after opening of road surface of LC gate to facilitate space to renew fitting of sleepers of LC gates and greasing of inserts of sleepers as per specifications of overhauling in IRPWM including 5m approach on both sides of the gate.	40	Each (one track)	5400.00	216000.00
3	Unloading and spreading of stone ballast in traffic block from any type of Railway wagons in running lines , clearing of ballast jam and closing of doors properly .During and after unloading of ballast all heap and infringements to traffic to be removed.During the block contractor should deploy watchmen to ensure safety of his men as well as traffic.After unloading 50% payment will be made & remaining 50% will be made after spreading of ballast in shoulder and crib as per direction of engneer in charge.	6000	cum.	42.00	252000.00
4	Destressing of LWR /CWR track in block period as per LWR manual (with latest correction slips) laid on PSC sleepers with density upto 1660 sleepers/KM including all labour, all equipments, rail cutting etc. (block period may be 2 Hrs to 4 hrs.)	112000	TM	14.40	1612800.00
5	Earthwork for repairing ,Making up cess ,repairing trolleys refuges and widening cess with Railway's earth.	400	cum.	780.00	312000.00
6	Dismantling of road surface, speed breaker including stone set/hexagonal block/bituminous surface and removing all debris /ballast muck etc upto bottom of rails and opening nuts and bolts by cutting and fitting of check rails with all fittings during tamping machine working , refixing stone sets ,hexagonal blocks, bituminous surface and track alignment etc.(all tracks at particular level crossing level is one set)	20	set	4140.00	82800.00

7	Fabrication and fixing of check rails ,guard rails level crossing/Bridge for 52 kg/60 kg rails as per instruction of engineer in charge after dismantling existing one including cutting of flange ,bending of check rail /guard rails ,cutting web with all leads and lifts	10	set	10800.00	108000.00
8	Dressing, boxing of ballast to proper profile as per IRPWM with weeding out cess, jungle,fixing of broken/fallen loose fittings etc.	112000	TM	10.80	1209600.00
9	Pretamping works as per IRPWM /IRTMM, including sqaring/spacing of sleepers,renewal of damaged/broken/unserviceable fittings, recoupment of ballast in tamping zone, opening of jogged fish plates, removing of wooden blocks, Check rail at LC.	112000	TM	13.80	1545600.00
10	Post tamping works including boxing and dressing /filling of ballast in shoulder and crib,, cleaning of cess upto 2m , recoupe missing fittings,refixing of joggle fish plates,check rails at LC and wooden.	120000	TM	9.00	1080000.00
11	Fixing of joggle fish plates in SKV welds with two no. of clamps and bolts.(Note-joggle fish plates will be supplied by DFCCIL)	200	Each pair	20.52	4104.00
12	Shifting of speed restriction boards( One set will comprise 3 no of boards. ie caution, speed and termination indicator) manually upto a lead of 1.5 km and suitable refixing above boards as per IRPWM.	20	SET	900.00	18000.00
13	Picking up slacks of track in running lines specified to clearance including lifting/lowering upto 75 mm of track on 60 kg sleeper on 60 kg rail with sleeper density as 1660 sleeper/km .	50000	TM	21.60	1080000.00
14	Lifting and packing of SEJ with all contractors labour, tools & plants including all leads & lifts complete as directed by Engineer- In- Charge including 2m of either side of approach.	44	set	554.40	24393.60
15	changing 60 kg rail, releasing fittings and refixing after changing.	2000	RM	24.00	48000
16	Renewal of 60 kg PSC sleeper by PSC sleeper at site of work.	400	Each	87.75	35100
17	Drilling of holes of dia 26.5 mm to 32 mm in 52kg/60 kg rails as per specification and procedure	300	Each	36.00	10800

	laid down in IRPWM with contractor's labour , tools and plants for fish bolts outside the track.				
18	Drilling of holes of dia 26.5 mm to 32 mm in 52kg/60 kg rails as per specification and procedure laid down in IRPWM with contractor's labour , tools and plants for fish bolts in the running track.	300	Each	54.00	16200
19	Cutting of (60 kg/52 kg) 90 UTS rails in vertical plane rail cutting machine/hackshaw out side the track with contractor's labour , tools and plants	400	Each	40.50	16200
20	Cutting of (60 kg/52 kg) 90 UTS rails in vertical plane rail cutting machine/hackshaw in running track with contractor's labour , tools and plants.	300	Each	72.00	21600
21	Renewal of ERC, GRSP GFN liners. Work include carting of new material from DFCCIL store to the site of work and released fitting from site of work to the nearest P.Way store(max lead upto 2km),greasing of ERC and eye of insert.Grease will be supplied by DFCCIL for this work.	4000	sleeper	18	72000
Total amount of Sch-A1 =					8039697.60

Schedule A2					
Sl. No.	Description of work	Quantity	unit	Rate	Amount
1	Slewing of track /Realinment of curve upto 500 mm to achieve specified alignment ,gauge level etc complete in all respect.Work include (1) One round of initial packing after slewing of track to make track fit for 20 KMPH.(2) collecting ,picking and spreading of ballast as per new alignment	25000	TM	31.39	784850.00
2	Cleaning and Greasing of ERC MCI insert as per IRPWM including supply of greas of standard specification.. Grease of grade IS 408-1981 (Specification for Grease No. 'O' Graphite) to be supplied by the contractor to DFCCIL /store and then it will be issued to contractor, as per requirement. <b>Note</b> -Total quantity of supply of grease will be 4640 kg , and if it should be supplied in phased manner as per requirement but quantity should not be less than that required for 10000 sleepers.and part payment ,30 % of accepted rate will be released. Per sleeper requirement of grease will be 20 gm.	232000	Per Sleeper (ANY TYPE)	7.85	1820852
3	Systematic track Maintenance (through packing) as per IRPWM, and other elements of track like clearing side drains,clearing waterways of bridges,packing of SEJ, attention to points and crossing and level crossing approaches( including max lift 75 mm at a time) to make good longitudinal level and alignment)	120000	TM	29.68	3561792
<b>Total amount of Sch A2=</b>					6167494

Schedule A3					
Sl. No.	Description of work	Quantity	unit	Rate	Amount
1	Providing team consisting of one Motor trolley man/head trolleyman plus 4 trolleyman with following criteria .Trolleyman should have A-3 medical standard with good physic.All the trolleyman will be provided a rest day @ once in week. Normal duty hours of trolleyman will be 8 AM to 6PM except in case of emergency.Eye sight of Trolleyman/Motor trolleyman should be 6/9 with or without glass and power of lenses should not exceed 2D. Candidates should not have diseases like Pulmonary,tuberculosis ,Venereal infection,Trachoma , leprosy,skin disease,Ozoena, epilepsy,Asthama Otorrhea.The age is not a deciding factor and the candidate should be fit for physical work.Min qualification of candidates should be 10 th pass.	24	months	31770.00	762480
2	Providing 2 no gang/ party of 20 no. semi skilled P.way labours each ie (2x20x28=1120) manpower per month for executing different P.Way activites for 2 years . Deployment of the two P/way gangs/parties will be decided by DFCCIL. Following tools and plants are necessary with each gang/party:( to be provided by contractor at his own cost) -- 4 non infringing track jacks (10 t capacity ,mechanical), 5 rake ballast ,10 wire claws,10 crow bars,5 beaters,10 iron/bamboo baskets,1 gauge cum level, 4 shovels, 2 hack shaw frame for rail cutting,2 tommy bars,1 straight edge,10 blades for rail citting at any time,rail drilling machine/rachet with 26.5 mm and 30 mm dia beat, 4 no banner flags, 4 green hand signal flags, 10 red hand signal flags,2 phowrah, one rammer, 6 spanners for fish bolts, 4 spanners for strecher bar bolts,1 rail cutting machine with adequate no of blades.	26880	man days	203.00	5456640
3	Supply of black smith	672	per man per day	238.00	159936
4	Supply of helper for black smith	1344	per man per day	192.02	258074.9
Total amount of schedule A3					6637131

Schedule B							
S.NO	USSOR ITEM NO	Description of work	Quantity	unit	Rate	Amount	
1	021160	Leading miscellaneous materials such as iron work, rail, pipes, wooden logs, stones over pitching stone size, RCC/PCC beams/slabs etc. and all similar articles (each individual article or bundle being more than 3.5m long in the longest direction) including picking up and stacking, lead upto 50m.	100	MT	117.33	11733.01	
2	021161	Additional lead for every subsequent 50m or part thereof, over 50m and upto 500m over item no. 021160	100	MT	36.15	3614.59	
3	021170	Leading miscellaneous materials such as iron work, rails, pipes, wooden logs, stones over pitching stone size, RCC/PCC beams/slabs etc. and all similar articles (each individual article or bundle being more than 3.5m long in the longest direction) by truck, trailer etc. including all loading, unloading and stacking, lead over 500m and upto 10 km. Note : Lead under this item is payable when the same exceeds 500m.	150	MT	171.47	25720.66	
4	021171	Additional lead for every subsequent km or part thereof, over 10 km and upto 100 km over item no. 021170	800	MT/Km	8.40	6723.69	



5	021550	Hiring of Road Crane of 25 MT capacity including necessary fuel, oil and operator etc. complete as directed by engineer in-charge. The contractor shall be responsible for arranging all types of permits required for movement of the Crane. Payment shall be made for actual working hours at site.	10	Hour	1573.64	15736.44	
6	021510	Hiring of JCB Machine (in good working condition) for leveling and dressing ground / dismantling structures including disposal of debris through dumpers etc. with contractor's labour, JCB machine, machine operator, fuel etc. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site.	30	Hour	640.97	19229.21	

**Total amount of schedule B (Rs. 82758/-)**

S.NO	Description	Basic amount as per schedule of quantities	Percentage (%)above/below at par (in figure)	Percentage (%)above/below at par (in words)
<u><b>1</b></u>	Percentage above or below on the items of Schedule-A1	<b>8039698</b>		
<u><b>2</b></u>	Percentage above or below on the items of Schedule-A2	<b>6167494</b>		
<u><b>3</b></u>	Percentage above or below on the items of Schedule-A3	<b>6637131</b>		
<u><b>4</b></u>	Percentage above or below on the items of Schedule-B	<b>82758</b>		

1. The tenderer's will quote only one percentage rate above/below/At Par against the rate in proforma for schedule items given above, failing which his/their offer will be treated as incomplete and shall be summarily rejected.
2. Tender accompanied by any conditions is liable to be rejected.

I/we clearly understand that I/we am/are not entitled to any other payment on any account what so ever except the quoted rate for fully completed job.

Signature of Tenderer/s

Address

**BIDDER'S GENERAL INFORMATION**

**1-1 Bidder Name** : \_\_\_\_\_

1-2 Numbers of Years in Operation : \_\_\_\_\_

1-3 Registered Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1-4 Operation Address if different from above: \_\_\_\_\_

1-5 Telephone Number : \_\_\_\_\_

1-6 E-mail address & Web Site : \_\_\_\_\_

1-7 Tele fax Number : \_\_\_\_\_

1-8 ISO Certification, if any {If yes, please furnish details} \_\_\_\_\_

1-9 PF / EPF Registration No.: \_\_\_\_\_

1-10 Service Tax No.: \_\_\_\_\_

1-11 Pan No. : \_\_\_\_\_

1-12 Bank A/C No with Bank code \_\_\_\_\_

for electronic clearance of the payment.: \_\_\_\_\_

**(SIGNATURE OF BIDDER WITH SEAL)**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

Bank Guarantee no.....

Date.....

To,

Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd/MGS Unit

Swarna complex, 2<sup>nd</sup> floor, Susuwahi

(near union bank of india)

Thana –Lanka, VARANASI-221011

Reference:-Contract No....., awarded on .....

This deed of Guaranty made this day of \_\_\_\_\_ between \_\_\_\_\_ (name of Bank) having registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as “Bank”) of the one part and

Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other Part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for ..... (Hereinafter called “the Contract”) to M/s..... its registered office at ..... (Hereinafter called “the Contractor”).

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable Performance security guarantee bond for a total amount of Rs..... (Rs. In Words).

Now, we the undersigned (Name of Bank officials), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (Rs. In Words) as stated above.

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the employer by reason of any breach by the said contractor of any of the terms 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. In Words) only.

We..... (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal. The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by ..... (Designation & Address of Contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we ..... (Name of Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ..... (Name of Bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the employer against

the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

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

The expressions “the Employer”, “the Bank “and the Contractor” hereinbefore used shall include their respective successors and assigns.

We..... (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

**Notwithstanding anything to the contrary contained hereinbefore:**

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(om words).
- ii) This Bank Guarantee shall be valid up to ..... unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ..... being herewith duly authorized.

Bank seal

Signature of Bank Authorize Official with  
seal

Name.....

Designation:

Address:

Witness:

1. Name: .....

Designation:

Address:

2. Name: .....

Designation:

Address:

**ANNEXURE –III**

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp papers)

AGREEMENT



THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between DFCCIL, **Swarna Complex, 2<sup>nd</sup> Floor, Susuwahi, Post-Susuwahi(near Union Bank of India), Thana-Lanka, -221011).**), acting through (Project Head and name / address of the Project) (hereinafter called "the DFCCIL / Engineer") of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part. WHEREAS the DFCCIL is desirous that certain works should be executed by the Contractor viz. Contract No. \_\_\_\_\_ (hereinafter called "the works", and has accepted a Offer by the Contractor for the execution and completion of such works and the remedying of any defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Instructions to the Tenderer
  - c) Conditions of the Contract
  - d) Bill of Quantities
3. In consideration of the payments to be made by the DFCCIL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the  
authorised signatory)  
Signed for and on behalf of the Contractor in  
the presence of:

(Name, Designation and address of the  
authorised signatory)  
Signed for and on behalf of the DFCCIL in  
the presence of:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2..

Name and address of the witnesses to be indicated.

**ANNEXURE-IV**

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF DFCCIL**

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

AND SO ON.....

NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)'S  
RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN  
1,2,3 AND SO ON ABOVE.

SIGNATURE OF TENDERER(S)/TENDERER(S)S

**END OF TENDER DOCUMENT**