



E-Tender No. KKK/EN/Tender/Boundary Fencing/PH-I/2020-21/01

For

Name of work: - Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I).

**TECHNICAL BID
(PACKET-A)**

(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- www.tenderwizard.com/DFCCIL

Help: Please contact Tender wizard helpdesk at 011-49424365

TENDER DOCUMENT

April ,2020

**Employer:
CHIEF GENERAL MANAGER/KOLKATA
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS
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**PART I
GENERAL
INSTRUCTIONS TO BIDDERS (ITB)**

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

2. Procedure for submission of E-tender:

2.1 Bid Document obtaining process:

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

Interested bidders who wish to participate should visit website 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 Mobile numbers 8013425710 or 7278929467.
- 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 though DD/ BC drawing in favour of Dedicated Freight Corridor Corporation of India Limited payable at Kolkata and payment details to be filled uploaded along with the offer i.e. Bid in website.
- Pay processing fees through e-payment. This payment can be done only through e-payment gateway of ITI.
- With the payment of processing fee, the bidder can download the 'Technical bid' (Microsoft Excel file 'Technicalbid.xls') and 'financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking the link "Show Form".

3. The tender document shall be submitted in online mode through website www.tenderwizard.com/DFCCIL.

4. The bidder must ensure that the tender document submission before the closing time as the tender submission shall stop accepting the offer at prescribed date and time.

5. Bidder can anytime change quoted rates before date & time of closing of tender.

6. 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 as above in para 2.1

7. Tenderer should submit the Tender Document cost and original EMD in CGM-Kolkata's Office on/or before date **08.05.2020 up to 15.00 hrs.** duly mentioning the tender reference on the envelope. Scanned copy of Tender Document cost, EMD to be submitted with online tender.

In case Tender Document cost, original EMD not received by the date **08.05.2020 up to 15.00 hrs**, offer will be summarily rejected.

8. The following statutory documents are to be submitted in physical form on/or before the date **08.05.2020 up to 15.00 hrs.** in enclosed envelope duly mentioning the tender reference, **Otherwise, the offer of the tender shall be considered as invalid offer.:**

1. Tender document cost

2. Original EMD

3. Documents related to Sole Proprietorship Firm (if applicable)

a) Sole Proprietorship Firm Para 1.3.6.2(a) of Part I Chapter III Sole Proprietorship Firm shall submit the notarized copy of the affidavit.

4. Documents related to Partnership Firm (if applicable)

a) Self-attested copies of (i) registered / notarized Partnership Deed as per Para 1.3.6.2(b)(i) , (ii) of Part I Chapter III Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s) as per Para 1.3.6.2(b)(ii) of Part I Chapter III.

5. Documents related to JV firm. (if applicable)

a) Form 9, 11, 12 & 13 of the tender document,

b) In case one or more of the members are JV firm then, 1) Notary certified copy of Partnership deed (Clause 65.15.1 (a) of Part I Chapter IV); 2) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper (Clause 65.15.1 (b) of Part I Chapter IV); C) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV (Clause 65.15.1 (c) of Part I Chapter IV).

In case one or more members of JV is/are Proprietary Firm or HUF then Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF (Clause 65.15.2 of Part I Chapter IV)

c) In case one or more members is/are limited companies then, a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement (Clause 65.15.3 (a) & (b) of Part I Chapter IV) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person (Clause 65.15.3 (c) of Part I Chapter IV)

d) **Form No 1 as per Chapter II of Part IV.**

9. It is to be ensured by the tenderer that the documents such as Tender document, scan copy of EMD, scan copy of Documents related to Sole Proprietorship Firm, Partnership Firm and Companies registered under Companies Act as mentioned in the Para 1.3.6 of Part I Chapter III related JV mentioned in Para 65 of Part I Chapter IV and Form 9, 11, 12, 13 of the tender document such as mentioned and other documents as applicable should be uploaded with tender online before the time and date of closure of the tender document.

Note: The documents are to be submitted in physical form shall be in enclosed envelope and write “Kind attention to Dy. CHIEF PROJECT MANAGER/ Engg/ DFCCIL-Kolkata” mentioning the tender number.

10. Please attach all the addendum(s)/corrigendum(s) (if any) along with the tender document as per Clause 1.1.4 and then upload with the tender document.

- 11. Financial bid (Microsoft Excel file) to be filled, saved and uploaded with digital signature.** Only the downloaded financial bid file should be uploaded after filing and saving in document library. Do not upload scanned copy such as pdf or jpg file etc of 'Financial Bid' in document library.
- 12.** The bidder must obtain for itself on its own responsibility and its own cost 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.
- 13. Cost of biddings:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 14.** 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 Employer in this respect shall be final and binding.
- 15.** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm, company and Joint venture. Violation of this condition is liable to disqualify the tenders in which bidder has participated and EMD of all such tenderers shall stand forfeited.
- 16.** The bidder is expected to examine all instructions, terms, conditions, forms.
- 17.** 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 to the bidding document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 18.** At any time prior to the deadline for submission of bids, Employer 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.
- 19.** Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- 20. Bid submission process:**

The tender documents i.e. Technical Bid and Financial Bid with statutory documents should be submitted through online mode in website www.tenderwizard.com/DFCCIL only. up to **15.00** Hrs on **08.05.2020**. The **"Packet - A (TECHNICAL BID)"** will be opened at **15.30** Hrs on **08.05.2020**. Any modified date and time for submission of tenders shall be uploaded on website www.dfccil.com, www.tenderwizard.com/DFCCIL and Central Procurement Portal, eprocure.gov.in. The detail procedure of tender opening will be as per Para 1.3.5 Chapter III.

 - Before uploading the Technical Bid and before quoting the rate and uploading the 'Financial Bid', bidders are advised to upload scanned copies of the following supporting document in 'document library'. The list is indicative and not extensive.
 1. EMD Document confirming to Para 1.3.8 of Part I Chapter III. **The bidder shall avail benefit to MSEs by submitting UAM number for exemption of EMD Fee**
 2. Tender Fee Document confirming para 1.3.4.3 of Part I Chapter III. **The bidder shall avail benefit to MSEs by submitting UAM number for exemption of tender Fee.**

3. Supporting Documents for Eligibility Criteria as per Form 2A and 2B as per Chapter II of Part IV. (Statutory Document)
4. Sole proprietorship Firm, Partnership Firm, JV Firm deed/Memorandum and Articles of Association of the firm or company, if applicable as per Para 1.36 of General Information (Statutory document).
5. Power of attorney of the person signing the tender document or photocopy duly attested by Notary Public as per para 1.36 Part I Chapter III
6. Offer letter as per Chapter II of Part IV (Statutory document)
7. GSTN Registration Certificate (Statutory document).
8. 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' ('Financial bid.xls') file should not be changed.**
- **The Bidder should submit the original EMD, Tender Document Fees in CHIEF GENERAL MANAGER/Kolkata's Office up to 15.00 hrs. on 08.05.2020. On failure of the same, the offer of the bidder is shall be rejected. The bidder shall avail benefit to MSEs by submitting UAM number for exemption of EMD and Tender Document Fee.**
- **Tenderer should submit the originals of statutory documents and other documents in CHIEF GENERAL MANAGER/Kolkata's Office up to 15.00 hrs. on 08.05.2020. Documents other than statutory document should be submitted in CHIEF GENERAL MANAGER/Kolkata's Office within 7 days from date of opening. The bid is liable to be rejected in case of failure to submit the documents on time.**

21. Opening of the tender

The "Packet-A (TECHNICAL BID)" will be opened online at **15.30 Hrs. on 08.05.2020** at the address mentioned in "Notice Inviting tender" and read out in the presence of such tenderer(s) as is/ are present. The detail procedure of tender opening will be as per para 1.3.5 of Part I Chapter III. Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

Help desk for E- Tendering

1. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact at tenderwizard.com helpdesk no 011-49424365 or mobile no 8013425710 or 7278929467.
2. Bidder manual & system requirement is available on website www.tenderwizard.com/DFCCIL for necessary help.

PART-I
Chapter-I

NOTICE INVITING TENDER

PART- I
Chapter I

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

No: KKK/EN/Tender/Boundary Fencing/PH-I/2020-21/01

NOTICE INVITING e-TENDER
National Competitive Bidding

Dear Sirs,

Name of Work: - Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I).

1.1.1 CHIEF GENERAL MANAGER, Dedicated Freight Corridor Corporation of India Limited, 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071, West Bengal, India, invites e-tenders on two packet system on prescribed forms from firms/ Companies/ Joint Ventures having requisite experience and financial capacity for execution of the following work:

Table 1				
S. N o.	Name of work	Tender cost (Rs)*	Earnest money (Rs)*	Completion Period
1.	Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I).	Rs. 10,000/-plus 18% GST (Total Rs. 11800/-)	Rs. 30,00,000/-	12 months

* As per DFCCIL works manual

1.1.2 Eligibility Criteria:

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

1.1.3 The Tender document can be downloaded from DFCCIL's website www.dfccil.com, www.tenderwizard.com/DFCCIL and Central Procurement Portal, eprocure.gov.in. **from 11.00 hrs on 06.04.2020 to 15.00 hrs on 08.05.2020**

1.1.4 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 website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL and central procurement portal eprocure.gov.in 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) are also downloaded by them.

1.1.5 The tender documents should be submitted through online mode in website www.tenderwizard.com/DFCCIL only. The offer submitted other than online will not be accepted.

1.1.5.1 The tender documents shall be in two separate online packets viz **Packet -A containing TECHNICAL BID** and **Packet- B containing FINANCIAL BID**. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in Technical Bid. Summary of Prices (Form No.3) with % age above or below or at par on the amount of Schedule of Quantity, duly filled in along with Schedule of Prices (Form - 4) are to be submitted in “Financial Bid”. **Packet- B also contains** Microsoft Excel file to be filled as Financial Bid, saved and Uploaded with digital signature. Only the downloaded financial bid form in excel file should be uploaded after filing and saving the file in document library. **Caution: Do not upload scanned copy such as pdf or jpg file etc of ‘Financial Bid’ in document library.**

1.1.6 Tender shall be submitted as per “General Instruction to Tenderers” forming as part of the complete tender documents.

The tender documents should be submitted through online mode in website www.tenderwizard.com/DFCCIL only. The offer submitted other than online will not be accepted. Please refer ‘Procedure for submission of E-tender’ in Para ‘Instructions to Bidder’ (ITB), General of chapter I of Part I.

To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password to login www.tenderwizard.com/DFCCIL, which has to be obtained by submitting an annual registration charges of INR 2000/- +GST and other taxes as applicable to M/s ITI Ltd through e-payment or latest prevailing charges, which may be confirmed. Bidders have to pay the Tender Processing Fee to ITI Ltd through e-payment at the time of submission of bid. Already registered vendors with M/s. ITI Ltd need not pay registration charges.

1.1.7 E-Tenders shall be opened online at the address given below at the time and date given in NIT in the presence of the tenderers or their authorized representatives intending to attend the opening.

Address of Office of the CHIEF GENERAL MANAGER/Kolkata (for submission & opening of tenders):

CHIEF GENERAL MANAGER/Kolkata, DFCCIL, 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071, West Bengal.

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

1.1.9 Any tender submitted through e-tendering without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.

1.1.10 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.

1.1.11 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.

1.1.12 The validity of offer shall be **90 days** from the date of opening of the tender.

1.1.13 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.

1.1.14 The tender document shall be submitted in online mode through website www.tenderwizard.com/DFCCIL.

PART-I
Chapter-II
GENERAL INFORMATION / DATA SHEET



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD
Govt. of India (Ministry of railways) Enterprises
10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071, WB

NOTICE FOR INVITING BIDS (Online i.e. E-Tender)

Tender No.	KKK/EN/Tender/Boundary Fencing/PH-I/2020-21/01
Name of Work	Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I).
Estimated Cost of Work	Rs. 16,12,59,671/- (Rupees Sixteen Crore Twelve Lakh Fifty Nine Thousand Six Hundred Seventy One only)
Completion Period	Twelve Months
Type of BID	Single Stage Two Packet Open E-Tender
Earnest Money	Rs. 30,00,000/- (Rupees Thirty Lakh Only) <i>The amount of earnest money is to be deposited by the bidder by offline mode through DD/Banker's cheque/FDR, issued from any nationalized bank in favour of DFCCIL, payable at Kolkata)</i>
Date and Time of start and submission of filled Tender Document	E-Tender can be downloaded after 11:00 hrs of 06.04.2020 and can be submitted upto 15:00 Hrs of 08.05.2020 through www.tenderwizard.com/DFCCIL
Date and Time of Tender opening online of Technical Bid	Technical Bid (Packet –A) will be opened on at 15:30 Hrs of 08.05.2020. Opening date of Financial Bid (Packet-B) will be notified later.
Technical Eligibility Criteria:	The Tenderer(s) should have physically completed, during the last three financial years and including the current financial year, at least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender. For this tender Similar Nature of Work means:- "Any civil engineering construction works under Govt. Dept. or PSUs.
Financial Eligibility Criteria:	The Tenderer(s) should have received a total contractual amount, during the last three financial years and in the current financial year, of a minimum of 150% of advertised tender value of work till one day before the date of opening of tender. In support of which, the attested certificate from Employer/Client, TDS certificate/Audited Balance Sheet duly certified by Chartered Accountant etc. to be submitted with the tender.
Authority and place for submission of Earnest Money and Cost of tender document	Dedicated Freight Corridor Corporation of India Ltd., 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071
Address for Communication	Office of Chief General Manager , Dedicated Freight Corridor Corporation of India Ltd., 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071
Validity of offer	90 Days from the date of opening of tender
E-Tender Processing Fees	0.1% of estimated cost subjected Minimum of Rs. 750 and Max of Rs. 7500/-, without GST (Non-refundable) through e-payment
Cost of Tender Document (Non-Refundable)	Rs. 10,000/- + 18% GST as applicable) (The amount shall be deposited in the form of DD/Banker's cheque, issued from any nationalized bank in favour of DFCCIL, payable at Kolkata)
E-Tendering Web Site address and Help Desk No.	www.tenderwizard.com/DFCCIL and helpdesk Mob no. 8013425710 or 7278929467

PART I
CHAPTER III

PREAMBLE & GENERAL INSTRUCTION TO TENDERERS

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

1.3.1 Introduction

(i) General

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

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

(ii) Dedicated Freight Corridor

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

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

Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested. Route length of CGM/Kolkata unit will be approximately 540 Km long from Dankuni to Sonnagar. Dankuni-Sonnagar section planned to construct in two phases, Sonnagar-Gomoh (Phase-I) and Gomoh-Dankuni (Phase-II) section. The project involved land acquisition in three state, West Bengal, Jharkhand and Bihar. In order to define and demarcate Right of Way and protect these acquitted land for DFCCIL Sonnagar-Gomoh, Phase-I project, the work of “ Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I).” become necessary.

(iii) Scope of Work

On behalf of President of India, CHIEF GENERAL MANAGER herein after referred to as 'DFCCIL' is inviting sealed tenders from Firms/Companies/ Joint Ventures having requisite experience and financial capacity for execution of the following work:

Name of work:- Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I).

Scope of work is as per the requirements given in the Bid document but Not limited to:

- (a) Supplying Pre-cast R.C.C. M20 standard posts of size 100mmx100mmx1800mm (for barbed wire fencing) 1.80m long.

- (b) Erection of Pre-cast R.C.C. M20 standard posts every 3m apart embeded under ground in 300mmx300mmx600mm hole with plain cement concrete (1:2:4) in proper location as directed by Engineer-in-charge.
- (c) Writing 'DFCCIL' letter in Red/Black paint and white background in every 30m at site as directed by DFCCIL.
- (d) Providing and fixing 1.2m high barbed wire fencing with Pre-erected R.C.C. post placed every 3m apart, every 15th post (or nearer if there is abrupt change of ground slope), last but one end post and corner post shall be strutted on both sides and end post one side only, and struts embedded in cement concrete blocks, provided with 5 horizontal lines and two diagonals of G.I. barbed wire of 2 strand wires, 2.5mm thickness(12SWG), 6m length per Kg approx, fixed with G.I. staples on turn buckles or G.I. binding wire tied 6mm bar nibs fixed while casting the post (cost of posts, struts and concrete to be paid for separately). Sketch for the arranged is attached for ready reference.
- (e) Demarcation of DFCCIL ROW as per Approved Land Acquisition Plan in parallel and detour portion along DFCCIL Gomoh-Sonnagar Section, with Amin, Chainman or Surveyor.
- (f) Provide 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 .
- (v) **Cost of the work: The estimated cost of the tendered work is approximately ₹ 16,12,59,671/- (Rupees Sixteen Crore Twelve Lakh Fifty Nine Thousand Six Hundred Seventy One Only)**
- (vi) The Tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT). Wherever, there is a conflict in any condition between USSOR conditions, GCC mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

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

(vii) Location

Works are to be executed in the jurisdiction of Chief General Manager/Kolkata/DFCCIL. Parallel section is falling in Dhanbad and Mughalsarai Division of East Central Railway in Jharkhand and Bihar. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) of Part -I Chapter III above in the jurisdiction of CGM/Kolkata /DFCCIL and the contractor shall be bound to execute the work without any extra cost.

1.3.2 (A) Tender Bid

The Tender Bid shall be submitted online **through uploading on e-tender web site Address:- www.tenderwizard.com/DFCCIL** as under:-

Packet - A

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i) of Part -I Chapter III, here in after called "TECHNICALBID "

Packet -B

Price elements of the Tender Bid as per para 1.3.2 (b) (ii) of Part -I Chapter III, herein after called “FINANCIAL BID”.

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

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

The Financial Bid (Packet- B) of un-qualified tenderers shall not be processed further and not opened. The detailed procedure for tender opening and processing is given in Para 1.3.5 of Part -I Chapter III.

1.3.2(B) Form of Tender

The Tender documents shall be in **two separate packets viz:-**

"Packet- A" containing technical Bid and “Packet- B” containing financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Summary of Prices and Schedule of Prices are to be submitted through online e-tender in "TECHNICAL BID" i.e. Packet-A. Summary of Prices and Schedule of Prices with percentage above/below/at par duly filled in are to be submitted in “FINANCIAL BID” (Microsoft Excel file) to be filled, saved and uploaded with digital signature through online e-tender.

Completed tender documents in two packets viz. Packet-A and Packet-B shall be submitted through online e-tender on web site: -www.tenderwizard.com/DFCCIL.

Any tender received through online e-tender later than the time and date of submission of tenders i.e. 15.00 hrs on 08.05.2020 shall be rejected and not opened.

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

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With para 1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A,2B&2C
(3)	Earnest money in accordance with Para 1.3.8 of Part -I Chapter III and Cost of Tender Document in case of downloaded tenders in accordance with Para 1.3.4.3 of Preamble and General Instructions to Tenderers in an envelope.	
(4)	Written confirmation authorizing the signatory of the tender to submit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Preamble and General Instructions to Tenderers.	

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

S. No	Description	Documents
(1)	Summary of Prices, Schedule of Prices & Total Prices	Form No. 3

1.3.3 Tender Document

This tender document consists of following five parts:

PART/CHAPTERS	DESCRIPTION	PAGE NO.
PART – I	Important Instructions to Bidders (Tenderers) ITB before submitting their Tenders (Bids) through online.	3
Chapter I	Notice Inviting Tender	8
Chapter II	General Information / Data sheet	12
Chapter III	Preamble and General Instructions to Tenderers	14
Chapter IV	General Conditions of Contract	28
	Pre-Contract Integrity Pact	70
Chapter V	Special Conditions of Contract	77
PART – II	Technical Specifications	86
PART – III	Additional Technical Specifications – III	91
PART – IV		
Chapter I	Milestones and Time Schedule	98
Chapter II	Tender Forms (including Schedule of Prices)	100
PART – V	Drawings	133

1.3.4 Sale and Submission of Tender Document

1.3.4.1 The Tender document can be downloaded from DFCCIL's website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL and Central Procurement Portal, eprocure.gov.in. on payment of tender processing fee of the website. The tender document shall be submitted in online mode through website www.tenderwizard.com/DFCCIL. **The Tender Document cost of Rs. 10,000/- plus 18% GST (Total Rs. 11800/-) through Demand Draft / Banker's cheque payable in favour of "Dedicated Freight Corridor Corporation of India Limited, Kolkata"** The cost of the tender form is not refundable and also not transferable. The bidder shall be able to avail benefit to MSEs by submitting UAM number for exemption of tender Fee

1.3.4.2 Bid Document obtaining process:

As per para 2.1 of Instructions to Bidders (ITB) of General chapter of Part I.

1.3.4.3 Clause applicable for tender submitted through e-tender

Tenderer/s are free to download tender documents at their own cost, for the purpose of perusal. Master copy of the tender document will be available in the office of CHIEF GENERAL

MANAGER/Kolkata DFCCIL, 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071. After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager/Kolkata, Dedicated Freight Corridor Corporation of India Limited and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents submitted through e-tender and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.4 Cost of Tender documents downloaded from internet

Tender documents are available on Dedicated Freight Corridor Corporation of India Limited web site i.e. “www.tenderwizard.com/DFCCIL. The cost of the tender document as indicated above in para 1.3.4.1 above will have to be deposited by the tenderer in the form of Demand draft/banker's cheque payable in favour of ‘Dedicated Freight Corridor Corporation of India Limited’ along with the Tender document. Tenderer should submit the Tender Document cost in physical form in CHIEF GENERAL MANAGER/Kolkata ’s Office on/or before date **08.05.2020 up to 15.00 hrs** duly mentioning the tender reference on the envelope. ***Scanned copy of Tender Document cost, EMD to be submitted with online tender.*** In case tender document cost & original EMD not received by the date **08.05.2020 up to 15.00 hrs**, offer will be summarily rejected. This should be paid separately and not included in the earnest money. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

1.3.4.5 Bid submission process:

As per para 20 of Instructions to Bidders (ITB) of General chapter of Part I.

1.3.4.6 EMD , Tender Fee and other Statutory documents sealed and super-scribed as a foresaid can also be sent by Registered post addressed to the CHIEF GENERAL MANAGER /Kolkata, DFCCIL, 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071, India. EMD, Tender Fee and other statutory documents received after **15.00 hrs on 08.05.2020** shall not be considered. EMD, Tender Fee and other Statutory documents delivered or sent otherwise will be at the risk of the tenderers.

1.3.4.7 The rates should be quoted in Financial Bid (packet –B) (Microsoft Excel file) to be filled, saved and uploaded with digital signature. Only the downloaded financial bid filled should be uploaded after filling and saving. Don't upload pdf or jpg etc. scanned copy of “financial bid” in document library. The bids submitted without Excel file shall be summarily rejected.

1.3.4.8 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 General of Para-1 of ITB.

1.3.4.9 Care in Submission of Tenders—Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the quoted rates by tenderer in tender forms are adequate and all- inclusive in item of Taxes, Duties & Levies etc. in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the Employer.

1.3.4.10 Deleted.

1.3.4.11 Conditional tenders are liable to be rejected. DFCCIL however reserves the right to reject

such tenders summarily without assigning any reasons whatsoever. The DFCCIL also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the DFCCIL and can call upon the Tenderer to withdraw such conditions. If any deviations from the General conditions/ special conditions/ specifications are proposed by the tenderer, they should be mentioned statement of deviation in Annexure `A' and not elsewhere in the tender documents.

1.3.4.12 If it is found at any stage of the finalization of the tender or during actual execution of the work that the information furnished in this tender, including clarifications, is incorrect, the tenders are likely to be rejected.

1.3.4.13 Sales Tax/Commercial Tax/Works Contract Tax:

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

1.3.4.14 The list of documents (**Check list**) to be attached along with the tender documents is as under: -

- Requisite Earnest Money in proper form.
- Tender fee in prescribed form.
- Various Pro-forma attached with tender document as per chapter II of Part IV.
- Offer Letter as per Form No1 of Chapter II of Part IV.
- Documents fulfilling the eligibility criteria as per Form No 2A and 2B as per chapter II of Part IV.
- List of personnel, organization available on hand and proposed to be engaged for the subject work.
- List of plants & machinery available on hand (own) and proposed to be inducted (Own & hired to be given separately) for the subject work.
- List of works completed in the last three financial years and current financial year giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award, date of schedule completion of work, date of actual commencement of work, actual date of completion and completion cost. Supportive documents/certificates from the organizations with whom they had worked should also be enclosed. Certificate from private individuals for whom such works were executed will not be accepted.
- List of works on hand indicating description of work, contract value, date of award, value of work executed & approximate value of balance work yet to be done. Supportive documents/certificates from the organizations with whom they are working should also be enclosed. Certificate from private individuals for whom such works are being executed will not be accepted.
- Method statement, PERT CHARTS & Construction schedule vis-à-vis deployment resources.
- MOU for JV and Partnership deed as per Forms 9,10,11,12 and 13 of Chapter II of Part IV.
- Power of Attorneys as per Form 12 & 13 of Chapter II of Part IV.
- All above documents duly signed & completed in all and signing each and every page of the document.
- Pan Card, GSTN Registration.

1.3.5 Opening of Tender:

(a) Tender will be opened online at **15.30 hrs. on 08.05.2020**, in CHIEF GENERAL MANAGER(Kolkata), Dedicated Freight Corridor Corporation of India Limited, 10th Floor Metro

Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071, West Bengal, India, in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

(b) The outer sealed covers EMD, Tender Fee, Form 1,2A, 2B and 2C with other statutory documents shall be opened at **15.30 hrs on 08.05.2020**. Thereafter the packet of '**TECHNICAL BID (Packet- A)**' only of the tenderers whose EMD, Tender Fee, stipulated Forms have been received in the office of CHIEF GENERAL MANAGER /Kolkata/ DFCCIL office shall be opened and the contents thereof i.e. qualification details shall be read out. **FINANCIAL BID (Packet-B)** shall be opened subsequently after informing the parties participated.

(g) After the opening of "TECHNICAL BID" (Packet-A) of all the tenderers, these Bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose Bid are considered complete and meet eligibility criteria shall be shortlisted.

(d) The **FINANCIAL BID (Packet-B)** shall be opened on a subsequent date and time duly notified well in advance. The Financial Bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical Bid. The Financial Bid of the tenders who do not qualify during scrutiny of Technical Bid shall not be opened. The time of opening, date and venue of online financial Bids of Shortlisted tenderer shall be advised to qualified tenderers well in advance to enable them to depute their representative. The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results of Technical Bid.

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

1.3.6 Constitution of the Firm: -

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

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

(a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.

(b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.

(c) Joint Venture: The tenderer shall submit documents as mentioned in clause 65 of GCC.

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

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

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

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

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

1.3.6.5 The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

1.3.7 Validity of Tender: -

Tenderer shall keep his offer open for a minimum period of 90 days from the date of opening of the tender or as mentioned in the Tender Notice.

1.3.8 Earnest Money: -

- (a) The tender must be accompanied by Earnest Money in favour of '**Dedicated Freight Corridor Corporation of India Limited, Kolkata**' deposited in any of the forms as mentioned in Para 1.3.8(c), failing which the tender will not be considered.
- (b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 90 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the afore said period may not be considered by the DFCCIL.
- (c) The Earnest money should be in any of the following forms:
FDR/Banker's cheque / Demand Draft executed by State bank of India or any of the nationalized banks or any Indian Scheduled Commercial Bank.
- (d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- (e) The earnest money of the unsuccessful tenderer(s) will, save as here- in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the

stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

(f) The bidder has to submit the original EMD in physical form shall be in sealed Envelope along with the tender fee and Statutory documents addressed to Dy.CHIEF PROJECT MANAGER/Engg/DFCCIL, Kolkata mentioning the tender Number on or before 15.00 hrs on **08.05.2020**.

(g) The bidder shall be able to avail benefit to MSEs by submitting UAM number for exemption of EMD.

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

1.3.9 Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of **CHIEF GENERAL MANAGER/Kolkata DFCCIL, 10th Floor Metro Rail Bhawan, 33/1, J. L. Nehru Road, Kolkata-700071** or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 60 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

1.3.10 Security Deposit on Acceptance of Tender:

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

1.3.11 Tenderer's Address

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

1.3.12 Right of DFCCIL to Deal with Tenders

(a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.

(b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

1.3.13 (i) Eligibility Criteria

(A): Technical Eligibility Criteria

Criteria	Compliance Requirement	Documents

Requirement	Single Entity	Joint venture	Submission Requirements
<p>(i) The tenderer / JV firm or Lead Member of JV firm should have physically completed, during the last three financial years and including the current financial year, at least one similar single work for a minimum value of 35% of advertised tender value of work i.e. Rs. 5,64,40,885/- The work should be physically completed on or before the date of opening of tender of tender:</p> <p>For this tender Similar Nature of Work means:-</p> <p>"Any civil engineering construction works under Govt. Dept. or PSUs"</p>	Must meet requirement	<p>Existing JV - Must meet requirement.</p> <p>Or</p> <p>Lead Member of proposed JV- Must meet requirement</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>

Note:

- 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.
- In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.

(B): Financial Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
<p>The contractual payments received by the tenderer / JV firm or the arithmetic sum of contractual payments received by all the members of the JV firm in the previous three financial year and the current financial year up to the date of submission of tender shall be at least 150% of advertised value of tender i.e. Rs. 24,18,89,507/-.</p>	Must meet Requirement	Must meet requirement	<p>TDS certificates/ Audited balance sheets and or Photostat of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.</p>

Note:

- Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender for considerations.
- In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

1.3.13 (ii) Credentials of Tenderer

The tenderer shall provide satisfactory evidence in support of their technical and financial eligibility, which are acceptable to DFCCIL, as follows:

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

The following will be applicable for evaluating the eligibility:

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

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

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

- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photo copies of Form 16- A shall be duly attested by Notary Public with seal and Notarial Stamp there on or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp there on.

- (v) The tenderer shall be considered disqualified/in-eligible if:
- (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Website (<http://www.IndianRailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.
- (b) The Tenderer or any of its partners has suffered bankruptcy / in solvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

1.3.14 Period of Completion

The entire work is required to be completed in all respects within 12 months (Twelve months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

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

1.3.16 Quantum of work and materials:

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

1.3.17 Employer not bound to accept any tender:

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

1.3.18 Schedule of Prices

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

1.3.19 Performance Guarantee: Refer relevant clause of GCC.

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

1.3.21 Negotiation:

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

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

1.3.22 Site Inspection:

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

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PART – I
CHAPTER - IV

GENERAL CONDITIONS OF CONTRACT
(GCC)

PART - I
CHAPTER IV
GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. (1) Definition:- In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-

- (a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the 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/CGM of DFCCIL.
- (d) “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
- (e) “Engineer” and Employer’s Engineer shall mean the CHIEF GENERAL MANAGER of DFCCIL / PMC appointed by DFCCIL.
- (f) “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy.CPM / 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. Schedule of rates of State Govt.” shall mean the schedule of rates issued under the authority of the Chief Engineer/State Govt. Gujarat 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, equipment and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one 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 there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by Engineering Incharge by DFCCIL.

3.(1) Law governing the contract:-The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) Compliance to regulations and bye-laws:-The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4. Communications to be in writing:- All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. Service of Notices on Contractors:-The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.

6. Occupation and use of land: - No land belonging to or in the possession of the Railway / DFCCIL/State govt. shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-Railway bodies / persons are permitted to use Railway/State Govt. premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment or subletting of contract: - The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein 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 fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

16.(2) Recovery of Security Deposit:- Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:-

(a) Security Deposit for each work should be 5% of the contract value.

(b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.

(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / CGM, DFCCIL, then JA grade officer / CGM, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways / DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:

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

(ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

16.(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of this clause will be payable with interest accrued thereon.

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

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and 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 P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be

deposited by the contractor.

- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a 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 60 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 neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

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

(iii) **Extension for delay due to 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 ½ 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.

For contract value up to Rs. 2 lakhs - 10% of the total value of the contract
For contracts valued above Rs. 2 lakhs- 10% of the first Rs.2 lakhs and

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 /CGM 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 10 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 contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work

after the execution of his work.

21. Instruction of Engineer's Representative:- Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.(1) Adherence to specifications and drawings:- The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.

22.(2) Drawings and specifications of the works:- The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.

22.(3) Ownership of drawings and specifications: - All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.

22.(4) Compliance with Contractor's request for details:- The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.

22.(5) Meaning and intent of specification and drawings:- If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ General Manager/ROB,/CGM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

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

24. Damage to Railway / DFCCIL property or private life and property:-The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the

Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway / DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Sheds, stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other 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 m

aterials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

27.(2) Removal of improper work and materials:- The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

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

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and

measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works:- All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

31.(1) Contractor to supply water for works: - Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Deleted

31.(3) Deleted

31.(4)(a) Contractor to arrange supply of Electric power for works:- Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.

31.(4)(b) Deleted

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

33.(1) Tools, Plant and Materials Supplied by 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 be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public:- The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

35. Deleted.

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

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

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the

Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

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

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

38. Deleted

39.(1) Rates for extra items of works:- Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the CGM/Kolkata within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CGM'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 effected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing: - In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

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

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

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

(ii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

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

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.

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

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

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

(ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) **Execution of quantities beyond 150% of the overall 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 works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

45. Measurement of works:- The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which "on account" or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor's attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:-

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

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

46.(1) "On-Account" Payments:- The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer's or the Engineer's representative's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off amounts: - The total amount due on each certificate shall be rounded off

to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more 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 cheque but no cheque will be issued for an amount less than Rs. 100/-

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) Tunneling 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 , D, E & F (Except for item of cement supply)

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

$$\begin{aligned}
 \text{(i)} \quad L &= \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_c}{100} \\
 \text{(ii)} \quad M &= \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_c}{100} \\
 \text{(iii)} \quad F &= \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_c}{100} \\
 \text{(iv)} \quad S &= \frac{SW \times (S_Q - S_B)}{S_B}
 \end{aligned}$$

- Applicable for Schedule C.
- No other PVC shall be paid on Schedule C

$$\text{(v)} \quad C = \frac{C_v \times (C_Q - C_B)}{C_B}$$

- Applicable if Cement supply is paid under separate item (In this tender cement is not paid under separate item).

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 Reinforcement 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)

L_B Consumer price index number for industrial workers- All India- published in RBI bulletin for the base period.

L_Q: 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.

M_B: Index Number of wholesale prices – By groups and sub groups-All commodities-As published in the RBI Bulletin for the base period

M_Q Index Number of wholesale prices – By Groups and sub Groups-All commodities as published in the RBI Bulletin for the average Price Index of the three months of the quarter under consideration.

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

F_Q: 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.

S: Amount of Price Variation in Reinforcement Steel

S_w: Gross value of the Reinforcement Steel supplied by the contractor as per the ‘on account’ bill for the Month under consideration.

S_Q: The index Number of commodities ‘MS Bright Bars of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL’ of Wholesale Price Index published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP) in the month on the day 28 days prior to the last day of the period to which a particular RA Bill is related. (Ref: CO letter No. HQ/EN/ED/WDFC/PVCSteel-ROB/2019 dated 12-03-2019)

S_B: The index Number of commodities ‘MS Bright Bars of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL’ of Wholesale Price Index published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP) in the month on the day 28 days prior to the closing date of submission of Bids. (Ref: CO letter No. HQ/EN/ED/WDFC/PVCSteel-ROB/2019 dated 12-03-2019)

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

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

C_Q: 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.

L_C % of labour component

M_C % of Material component

F_C % of Fuel component

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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 up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17-B of the General Conditions of Contract, price adjustment shall be done as follows:

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

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

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

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 of sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

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

55A.(1) The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

55A.(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

55A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such

claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

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

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted

from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

55D. A) Contractor is to abide by the provision of Payment of wages act & Minimum wages act in terms of clause 54 and 55 of Indian Railways General Condition of contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/Updation of portal shall be done as under:

- a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan** portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID(Pan No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of this letter of Acceptance (LOA)/ Contract Agreements on **shramikkalyan portal** within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on **shramikkalyan portal** on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & Payments made thereof after each wage period.
- B) While processing payment of any 'On account bill' or 'Final bill' or release of 'Advances' or 'Performance guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representative that " **I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in tillMonth.....Year."**

56.0 Reporting of Accidents of Labour:- The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall made every arrangements to render all possible assistance.

57.0 Provision of Workmen's Compensation Act:- In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

57A. Provision of Mines Act:- The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

58.0 DFCCIL not to provide quarters for Contractors:- No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.

59.(1) Labour Camps:- The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

59.(2) Compliance to rules for employment of labour:- The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59.(3) Preservation of peace:- The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall

be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.

59.(4) Sanitary arrangements:- The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.

59.(5) Outbreak of infectious disease:- The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.

59.(6) Deleted

59.(7) Medical facilities at site: - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.

59.(8) Use of intoxicants: - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Non-employment of female labour: - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.

59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement : The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.

60.(1) Non-employment of labours below the age of 15:- the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

60.(2) Medical Certificate of fitness for labour: - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (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 to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

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

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

61.(3) The contractor shall have no claim to any payment of compensation or otherwise,

howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of contract owing to default of contractor: - If the Contractor should:-

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the 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 (Pro-forma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hours notice (Pro-forma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses:

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

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

In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

(a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

(b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

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

64. (1) Demand for Arbitration: -

64. (1) (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1) (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1) (iii) (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.

(b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) The place of arbitration would be New Delhi/Kolkata. The decision of DFCCIL shall be final and binding.

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.

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

65.0 Participation of Joint Venture (JV) Firms In Works Tender: This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board /DFCCIL from time to time.

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

65.2 Number of members in a JV Firm shall not be more than three.

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

65.4 The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

65.5 Normally earnest money deposit (EMD) shall be submitted only in the name of Employer “Dedicated Freight Corridor Corporation of India Limited” A/C JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Employer “Dedicated Freight Corridor Corporation of India Limited” A/C JV Firm and not in the name of Lead Member can be accepted subject to written confirmation from JV members to the effect, that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

65.6 One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value and as defined in technical eligibility criteria. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.

65.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose is enclosed along with the tender, Form No. 9).

65.8 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

65.9 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

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

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

65.12 On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :

65.12.1 Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall

also be liable jointly and severally for the loss, damages caused to the Railways / DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

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

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

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

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

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

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

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

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

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

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

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- (b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

65.15.4 Deleted

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

65.16.1 Technical Eligibility Criteria: As defined in Preamble and General Instructions to tenderers.

65.16.2 Financial Eligibility Criteria: As defined in Preamble and General Instructions to tenderers.

PRE-CONTRACT INTEGRITY PACT

PART-I
CHAPTER IV (B)

Annexure – I

PRE CONTRACT INTEGRITY PACT

1.4.1 General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2020, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

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

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

Commitments of the CLIENT

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

1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular[A] in comparison to other BIDDERS.

1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. IN such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The [A] will not offer, directly or through intermediaries any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, conducted directly or indirectly with the bidding process, or to any person, organisation or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.

3.3 [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

3.4 [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/document.

3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The [A] either while presenting the bid or pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

3.7 The [A] will not collude with other parties interested in the [b] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

4. **Previous Transaction:**

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process.

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

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

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

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanction for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

6. **Sanctions for Violations:**

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

(iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.

(vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/ rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].

(vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. **Fall Clause**

7.1 The [A] undertakes that it has not supplied /is not supplying similar product/system or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that

similar product/ systems or sub systems was supplied by the [A] to any other Ministry/ Department of the Government India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designed by the CLIENT.

8.6 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to that treat the information and documents of the [A] with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at _____ on _____

CLEINT

Name of the Officer

Designation

Deptt. /Ministry/ PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

SPECIAL CONDITIONS OF CONTRACT

PART - I
CHAPTER V

SPECIAL CONDITIONS OF CONTRACT

1.5.1 This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.

1.5.2 If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.

1.5.3 Scheme of work: - Within a period of 30 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

1.5.4 Quality Assurance Plan for Substructure and foundation

All materials used in the work shall be of the best quality as per codes. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the substructure and foundation. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed in for the construction of substructure and foundation. These are to be approved from the client / DFCCIL

1.5.5 Quality Assurance Plan for Superstructure including bearings

- (a) All materials used in the work shall be of the best quality as per codes / Specifications.
- (b) The contractor shall ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection through Quality Assurance Plan.
- (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.
- (d) Casting of fencing pillars will be inspected by DFCCIL's Engineer in Charge or representative.

1.5.6 Expenses of Employer' Representative – All the expenses of Engineer's representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.

1.5.7 The decision of the Engineer shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

1.5.8 This programme of the Contractor shall generally cover the followings: -

1.5.8.1 The organization to manage and implement the Quality Assurance programme.

1.5.8.2 The documentation control system:

- (i) Basic control system.
- (ii) Adopted at manufacturer's work
- (iii) Adopted at the Contractor Depot and work site.

1.5.8.3. Procedure adopted for:

- (i) Source Inspection.
- (ii) Incoming raw material inspection.
- (iii) Verification of material purchased.
- (iv) Fencing and erection Controls.
- (v) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

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

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records.

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

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

1.5.9 Deleted

1.5.10 Work By Other Agencies

- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.
- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from any kind of activities related to land acquisition, change in alignment

1.5.11 Infringement of patents:

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

(b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

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

1.5.12 Insurance: -

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

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

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

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

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

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

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

1.5.13 Accident: -

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

(b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

(c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.

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

1.5.14 Safety Measures:-

(a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.

(b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Employer's

flagmen on duty take necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock .The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks.

- (c) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

1.5.15 Guarantee / Defect Liability Period: -

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period of 6 months from the date of taking over by the Employer**
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of

the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later.

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

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

1.5.16 Final Acceptance: -

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee , provided in any case that the Contractor has complied fully with his obligations , provided also that the attention has been paid by way of maintenance by the Employer.
- (b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

1.5.17 Payment:-

Payment will be governed by the terms specified in Part-I, Chapter IV and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The employer retains the right to withhold money due to the contractor arising out of

this contract for any default of the contractor.

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

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

1.5.19 Performance Guarantee:-

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

1.5.20 Mobilization Advance: - (Applicable for Advertised tender of value more than Rs. 25.00 crore)

- (a) The Tenderer/Contractor may be granted a recoverable interest-bearing mobilization advance upto 10% of the contract value provided mobilization advance is admissible as per the tender conditions and he specifically applies for it while tendering. If the tenderer fails to apply

specifically for Mobilization Advance while giving his offer at the tendering stage in case where grant of Mobilization Advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The rate of interest is 4.5% per annum above the Base Rate of State Bank of India, as effective on the date of approval of payment of Mobilization Advance by the competent authority.

- (b) The advance will be granted in two instalments viz., 5% of the contract value on signing of the contract agreement and the balance 5% on Mobilization of site establishment, setting up offices, bringing in equipment and actual commencing of work. Each instalment will be released on submission of a security in a form acceptable to the DFCCIL (similar to Performance Guarantee notified in Clause 16.(4) (b) of General conditions of contract for the amount of the at least 110% of the value of the sanctioned advance amount covering instalment together with interest charges calculated upto the end of the contract period. The tenderer who seeks Mobilization Advance should be specific about the course of action proposed to be followed in producing the security to the satisfaction of the Railway. Each security should be at least not less than one lakh rupees. These securities shall be returned as and when the value of the advance plus interest is recovered from the running bill.
- (c) The recovery of the advance and interest thereon will be made through the every on account bills, pro-rata, commencing from the time the value of the work executed under the contract reaches 15% of the contract value and completed when the value of the work executed under the contract reaches 85% of the contract value or assessed value whichever is less.
- (d) The Mobilization Advance granted shall be returned back to the DFCCIL in case the work is not completed in the original contract completion period.
- (e) The Bank Guarantee shall be from a Nationalized Bank in India or State Bank of India, in a form acceptable to DFCCIL. (Tender Form No. 19 placed at Part IV of the tender documents).

Note: The instruments as listed under Performance Guarantee vide Clause 16.(4) (b) of General conditions of contract will also be acceptable for Guarantee in case of Mobilisation Advance.

1.5.21 Arbitration: - Refer to clause 63 of GCC.

PART II

TECHNICAL SPECIFICATION

PART - II
TECHNICAL SPECIFICATIONS

For technical specifications, refer Indian Railways Unified Standard Specifications (Works and Materials), 2010 amended upto date/ East Central Railway USSOR/Codes/Manual as shall be relevant. The decision of DFCCIL is final and binding to the contractor.

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

2.1 GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR BARBED WIRE FENCING WITH RCC POSTS

2.1.1 RCC POSTS OF 100MM X 100MM X 1800MM:

All posts and struts shall be of 100mmx100mm size, the length of posts being 1.8 m as specified. They shall be of RCC precast with concrete mix M15 (1:2:4), finished smooth with cement mortar 1:2; reinforced with 6 mm or higher dia MS bars as per drawing or as directed. Posts and struts shall be free from cracks, twists and such other defects. GI staples on wooden plugs or 6 mm bar nibs will be provided in the posts while casting, as directed by Engineer or as shown in drawing.

2.1.2 PRE-CAST REINFORCED CONCRETE:

General Requirements

Precast reinforced concrete units of fencing or posts shall be of grade or mix as specified and cast in forms or moulds. The forms/moulds shall be of steel sections for better finish. Provision shall be made in the forms and moulds to accommodate fixing devices such as nibs, hooks and holes. The contractor may pre cast the units on a cement or steel platform which shall be adequately oiled provided the surface finish is of the same standard as obtained in the forms. Each unit shall be cast in one operation.

Concrete used for precasting the units should be well proportioned, mixed, placed and thoroughly compacted by vibrators or tamping to give a dense concrete free from voids and honey combing.

Precast articles shall have a dense surface finish showing no coarse aggregate and shall have no cracks or crevices likely to assist in disintegration of concrete or rusting of steel or other defects that would interfere with the proper placing of the units. All angles of the pre cast units with the exception of the angles resulting from the splayed or chamfered faces shall be true right angles. The arises shall be clean and sharp except those specified or shown to be rounded. The wearing surface shall be true to the lines. On being fractured, the interior of the units should present a clean homogeneous appearance.

The longitudinal reinforcement shall have a minimum cover of 12 mm or twice the diameter of the main bar, whichever is more, unless otherwise directed in respect of all items except fencing posts or electric posts where the minimum cover shall be 25 mm.

Curing:

After having been cast in the mould or form the concrete shall be adequately protected during setting in the first stages of hardening from shocks and from harmful effects of frost, sunshine, drying winds and cold. The concrete shall be cured at least for 7 days from the date of casting.

The precast articles shall be matured for 28 days before erection or being built so that the concrete shall have sufficient strength to prevent damage to units when first handled.

Marking

Precast units shall be clearly engraved / to indicate the top of member and its location and orientation in the structure.

Storing and Transporting

Precast units shall be stored, transported and placed in position in such a manner that they will not be over-stressed or damaged.

2.1.2 Barbed Wire Fencing with RCC Posts

Materials: RCC posts and struts shall be as described in 2.1.1 above. Barbed wire used shall be 12SWG, 2 strand wires, minimum of @ One Kg per 6m length of G.I. Barbed wire used shall be as per IS: 278.

Spacing of Posts: The posts shall be spaced at three metres centres, unless otherwise specified or as directed by the Engineer, to suit the dimensions of the area to be fenced. Every 15th post, corner posts and last but one end post shall be struted on both sides and end post shall be struted on one side (inside) only.

Fixing of posts: Pits 300 x 300 mm and 400 mm deep or as directed by the Engineer shall be excavated true to line and level to receive the posts. In case of struts, pits of any other size or as directed by Engineer shall be excavated to suit the inclination of the strut so that it is surrounded by concrete by not less than 150 mm at any point. The pits shall first be filled with a 150 mm layer of concrete to mix 1:2:4 (C.A to be graded stone aggregate 40 mm nominal size. Posts shall then be placed in the pits in correct position and with 1.225 m above ground, true to line and position. If the ground is sloping or undulating the posts shall be placed so that the tops and the positions at which wires are to be fixed are in a predetermined uniform slope or geometric line vertically on selected stretches, in consultation with the Engineer. Cement concrete of 1: 3: 6 proportion mix shall then be filled in the pit around the posts upto a level below ground level of 150 mm for posts, so that the posts are embedded in a concrete block of 300 x 300x 400 mm. The concrete in foundations shall be watered and cured for at least 7 days. The remaining portion of the pit shall be filled with the excavated earth and well tamped and dressed on top. Surplus earth will be disposed off as directed by the Engineer.

Fixing of Barbed wire: The barbed wire shall be stretched and fixed in five number of rows, and two diagonals in each panel. The bottom row shall be 325 mm above ground and the rest at 225 mm centre to centre, unless otherwise specified in drawing or by the engineer. The diagonals shall be stretched adjacent posts from top wire of one post to the bottom wire of the second post and vice versa. The diagonal wires shall be interwoven with horizontal wires by fixing the odd rows of wires, then the diagonal cross wire and lastly even row of wires. The barbed wire shall be held to the RCC posts by means of GI staples fixed to wooden plugs or GI binding wire tied to the 6 mm bar nibs fixed to the posts while casting them. Turnbuckles and straining bolts shall be used on end posts or as specified. If the posts are provided with holes at positions of barbed wire, the barbed wire shall be fixed to posts with GI wire of approved gauge and passing through the hole.

Measurements: The finished fencing shall be measured in total length from centre to centre of posts, correct upto nearest cm.

Rates: The rate shall include the costs of all labour and materials, handling and transport, provision of tools and plant involved in all operations described above but excluding the cost of posts, struts, turnbuckle, straining bolts and excavation and concrete in foundations for which separate payments shall be made under respective items. Rate for supply and fixing of the posts and struts include the costs of all labour and materials including cast in fixtures curing, handling, transport and provision of tools and plant thereof.

2.2 GENERAL GUIDELINES REGARDING SPECIFICATIONS FOR WORKING OF DEMARCATION OF DFCCIL ROW IN DIFFERENT VILLAGES

- Demarcation of DFCCIL ROW in different Villages should be done with State Govt. Authority in Gomoh-Sonnagar.
- Demarcation of ROW of DFCCIL, Gomoh-Sonnagar should be done as per approved Land Plan of DFCCIL alignment and as per instruction of DFCCIL site in-charge. Up to date land plans will be available in the DFCCIL CGM office or Camp offices under and copies should be made available to the Site In-charge whenever required for demarcation of ROW. Non-availability of land plans should not be a ground for wrong demarcations of land boundaries work dealing with outsiders.

- Trained Surveyor, amin and chainman shall be engaged for demarcation work. ROW should be marked with temporary pegging or with other means.
- For proper demarcation of land boundaries Para 1047 of the Indian Rlys. Code for the Engg. Deptt. (1993 Edition) provides as under:
 - i) All land permanently occupied for the purposes of DFCCIL Project, shall have its boundaries defined on the ground in such a manner as to enable such boundaries to be readily ascertained and identified.
 - ii) For this purpose, the boundary of the DFCCIL/Railway land will be defined by a continuous barbed wire fencing.
 - iii) Where the boundary mark is continuous, the boundary of the DFCCIL/Railway land is to be on the outer edge of the fencing will be situated wholly on DFCCIL ROW/Railway land.
 - iv) Where a fence is situated at some distance within the boundary and does not mark the actual limit of the DFCCIL acquire land/ Railway land, it will be necessary (in addition to such fence) to have the actual boundary of the DFCCIL ROW properly marked and defined in accordance with these rules.

2.3 GENERAL GUIDELINES REGARDING SPECIFICATIONS FOR WORKING OF JCB MACHINE

- Hired JCB should be in good working condition. JCB will be associated for the work of levelling and dressing ground, dismantling structures including disposal of debris through dumpers etc. with contractor's labour at suitable place. The scheduled rate will be including supply of 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. For working at site proper site register will be maintained by the contractor as per instruction of engineering incgarge of DFCCIL.
- **Disposal of debris:** Dismantling of structures shall be stacked by the contractor within a distance of minimum 100 metres outside the ROW of DFCCIL through dumpers under site clearance as per instructions of the Engineer. The contractor shall have no claim to any released materials of dismantled Structures or other material removed during site clearance and the same shall be the property of the DFCCIL.

2.4 Deleted

2.5 Sampling.

2.5.1 Frequency of Sampling

Sampling procedure: for each 1500 precast fencing pillars one cube test to be done from Govt, Engg college or Govt Politechnic institute.

2.5.2 ADDITIONAL SPECIAL CONDITIONS:

2.5.2.1 Land:

DFCCIL will at its discretion, and, if available, arrange land free for use for contractor's office at sites, field workshop, stores, assembly and erection yard. Land required by the contractor for labour or staff colony or other purpose will have to be arranged by him at his own cost.

2.5.2.2 Further Drawing and Instructions:

CGM/ DFCCIL shall have full power to make and issue further drawings or instructions or direction from time to time as may appear necessary and proper to the contractor for efficient construction, completion and maintenance of the works . The contractor shall be bound by the same as fully as be if they had been mentioned or referred to in the contract, and the contractor shall not be entitled to any extra payment in respect of any work or materials shown or directed to be done supplied by such further drawings or instructions required for completion.

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

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

2.5.2.4 Contractor to Submit His Time Table:

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

2.5.2.5 Any Doubted Points to be referred to the GM/ROB, CGM, DFCCIL:

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

2.5.2.6 Contractor's Liability:

Any fitting, accessory or apparatus which may not have been mentioned in this specification or the drawings, but which are usual or necessary in the execution of such work, are to be provided by the Contractor without extra payment. The whole work must be completed in all details, whether mentioned in this specification or not, with the exception of such work as has been specified in the schedule of items to be separately provided for in the Contract.

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

PART- III

ADDITIONAL TECHNICAL SPECIFICATIONS

PART- III
ADDITIONAL TECHNICAL SPECIFICATIONS

1.0 Additional SPECIAL CONDITIONS OF CONTRACT GENERAL:

In these Special Conditions of Contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

"General Condition of Contract" shall mean General Conditions of Contract – as contained in this Tender/ Bid document vide chapter IV First Sheet.

Standard Specifications shall mean "Indian Railways Unified standard specifications (works and materials) Vol –I &II in Tender form (First sheet).

Standard Schedule Items/Rates shall mean the Items/Rates in the Unified standard schedule of rates (works & materials)-2011

All other terms shall have the same meaning as assigned to them in the General Conditions of Contract and Standard Specifications.

Where there is any conflict in conditions/Specifications contained in various parts, order of precedence will be as given below-

Any foot note given by the Railway in the schedule of quantities and rates.

Description of item in the Schedule of Quantities and rates.

Special Specifications.

Additional Special Conditions/of Contract.

Standard Specifications.

Special Conditions of Contract.

General Conditions of Contract.

Where there is any conflict in the description, Unit, rate etc. of items based on USSOR-2011, as included in the "Schedule of items, Quantities and rate " incorporated in the tender/Contract document on the one hand and the USSOR-2011 on the other hand, USSOR-2011 should prevail.

Every endeavour has been made to avoid any error which can materially affect the basis of the Tender and it is understood that the Contractor has taken upon himself and provided for the risk of any error which may be subsequently and shall make no subsequent claim on account thereof.

1.2 PRODUCTION OF TEST CERTIFICATES:

The contractor shall have to produce Test Certificates for any items of material procured by him for use in the work as may be called for by the Engineer or his representative to establish that the materials conform to the specification for the works. The Contractor shall produce Test Certificates issued by an authority acceptable to the Engineer in regard to the relevant properties of high tensile steel wires, reinforcement steel or structural steel (as supplied and used by the Contractor) including the country name of manufacturer) .

1.3. PAYMENT OF ROYALTY CHARGES:

All taxes, royalty charges, etc. of whatever nature in connection with the work including extraction and supply of rubble stone/stone ballast/sand/moorum/earth or any other material used on the work

shall have to be borne by the Contractor. The Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer after completion of the supply but before release of the final bill.

1.4. ROYALTIES AND PATENT RIGHTS:

The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses.

The contractor shall indemnify, the Railway or any agent, servant or employee of the Railway against any action, claim or proceedings relating to infringement use of any patent or design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against the Railway or any agent, servant or employee of the Railway in respect of any such matters, as aforesaid, The contractor shall indemnify notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction issued by the Railway but the contractor shall pay any royalties or other charges payable in respect of any such use.

1.5. INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

1.6 GST

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

1.7 PERMITS, FEES, TAXES & ROYALTIES

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

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

1.8 STATUTORY INCREASE IN DUTIES, TAXES ETC

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

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

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

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

1.9. EXCISE DUTY OR ANY OTHER TAXES/DUTIES:

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

1.10. ROAD TAX CHARGES:

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

1.11. FOREIGN EXCHANGE REQUIREMENTS:

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

1.12 ANTI PROFITEERING CLAUSE.

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

1.13: EMERGENCY WORKS

In the event of any accident or failure occurring in the execution of work/ arising out of it which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency/agencies to execute or partly execute the necessary work or carry out repairs if the Engineer-in-charge considers that the contractor(s) is/are not in a position to do so in time without giving any notice and charge the cost thereof, to be determined by the Engineer-in-charge, to the contractor.

1.14. CUTTING/UP ROOTING OF TREES:

No extra rate shall be paid for cutting or up-rooting trees but the contractor would be authorised to take away the tree observing the forest laws of the land.

1.15. OBSERVANCE OF BONDED LABOUR SYSTEM (ABOLITION ORDINANCE ACT, 1975):

The "Bonded Labour System (Abolition Ordinance, 1975)" would apply to the present contract. The contractors shall duly observe the provisions thereof.

1.16. JURISDICTION OF COURTS:

If any dispute arises between the parties with respect to this contract, any application or suit shall be instituted only in the court within the local limits of whose jurisdiction, the CGM / NORTH / MUMBAI / DFCCIL Office is situated and both the parties shall be bound by this clause.

2.0 EXTRA SAFETY PRECAUTIONS

2.1 SAFE METHODS:

The Contractor shall at all times, adopt such safe methods of working as will ensure safety of structures, equipment and labour. Safety rules that should be adhered to are given as guidelines in Annexure C. If at any time, the DFCCIL finds the safety arrangements inadequate or method of working unsafe, the Contractor shall take immediate corrective actions as directed by the Engineer's representative. Any directions in the matter shall in no way absolve the Contractor of his sole responsibility to adopt safe working methods. The Contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.

It is the responsibility of the Contractor to ensure safe loading, transportation and unloading of materials and equipment etc. Any loss or damage caused to adjacent Railway property will have to be made good by the contractor at his/their own cost, failing which recoveries shall be effected from the running bill of the contractor as per the Clause No. 46(1) of the General Conditions of Contract. The liability arising out of accidents, if any, to persons will be met by the contractors and the Railway will not be responsible for any damage or compensation thereof. The contractor shall follow the provisions laid down in Contract Labour Act, 1972.

The contractor shall be entirely responsible for ensuring safety of his labour, vehicles, plant or equipment while working along or near the track and highways and shall programme his working so as not to interfere with the movement of trains and road traffic. No extra payment shall be allowed to the contractor for all safety precautions to be observed during the execution of the work. The cost of all such precautions shall be deemed to be included in the rates for all items of the schedule.

2.2. PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK:

2.2.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc., to ply in railway land next to the running line. If for execution of certain works viz. Earthwork for parallel railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the engineer incharge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The engineer-in charge or his authorised representative will personally counsel examine & certify, the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

The road vehicles and drivers will ply only between sunrise and sunset.

Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.

The vehicles shall ply 6m. Clear of track. Any movement/work at less than 6m and upto minimum 3.5 clear of track centre shall be done only in the presence of DFCCIL / Railway employee authorised by the Engineer-incharge. No part of the road; vehicle will be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the railway.

The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to this equipment & men and also damages to railway and its passengers.

Semi-permanent fencing as approved by the Railway Engineer should be provided by the contractor at his own cost along the running line at a distance of 3.5 metres from the centreline of the nearest track at work sites where vehicles/machineries are likely to ply close to the track. This fencing should remain in position till the vehicles/machinery are required to work adjacent to running line.

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

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to one vertical).

2.2.5 Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladders upto and including 3.5 metres in length. For longer ladders this width should be increased by at least 20 mm for each additional metre of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipments. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any persons or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of the defense, of every suit, action or other proceeding at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any suits, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

2.2.6 Demolition: Before any demolition is commenced and also during the process of the work:

All roads and open areas adjacent to the work site shall either be closed or suitably protected;

No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged;

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding;

No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. In addition, workers employed on mixing asphalted materials, cement and lime mortar shall be provided with protective goggles.

workers engaged in white-washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles;

workers engaged in welding works shall be provided with protective goggles;

stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

2.2.7 The contractor shall submit the methodology proposed to be adopted for execution of works for approval of the Railway Engineer with a view to ensure safety of trains, passengers & workers and he shall also ensure the methods and arrangements are actually available at site before start of work and contractor's supervisors and workers have clearly understood the safety aspects and requirements to be adopted / followed while executing the work.

2.2.8 The contractor shall maintain an assurance register at each site, which shall be got signed by both DFCCIL supervisor as well as contractor's supervisor in token of their having understood the safety precautions to be observed at site.

the safety precautions to be observed at site.”

3.0 Deleted.

4.0 Disaster management

1.7.7.1“All the available vehicles and equipment of the contractor can be drafted by the DFC/Railway Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made 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 CGM-DFCCIL within 30 Days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CGM-DFCCIL's decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway.”

5.0 Submission of Photographs and Videos:

5.1 The contractor shall arrange to submit one sets of minimum 5 Nos. of photographs of size 5”x7” for each Kilometre showing various operations and stages of different activities of the project. The photograph shall be taken for every important activity during execution of work as decided by the Engineer for display and record purpose. In addition, the contractor will submit 20 sets laminated photographs of size 20”x30”. If the photograph as listed above are not submitted then recovery of Rs.75,000/- shall be made from the contractor's bill.

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PART- IV
CHAPTER-I

MILESTONES AND TIME SCHEDULE

PART-IV
CHAPTER - I
MILESTONES AND TIME SCHEDULE

4.1.1 Time Schedule:**4.1.1.1 Time of start and completion:**

The time allowed for execution of the works is 12 (Twelve months) from the date of issue of letter of acceptance from DFCCIL.

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

The contractor shall be expected to complete the whole work ordered on the contractor within 12 months (Twelve months) from the date of issue of Acceptance Letter by DFCCIL.

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

4.1.1.2 Progress of works:

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities in consistence with milestone target envisaged below. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as 10 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of 10 months as overall completion period.

4.1.2 Achievement of milestone progress:

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

Milestone Targets	Time allocated within which to achieve completion in total 12 (Twelve) month's Time
(a) Physical commencement of work	D + 10 days
(b) Mobilization of equipment & Surveyor, Amin & Chainman	D + 15 days
(c) Starting of Demarcation work	D + 20 days
(d) Dismantling & disposal of structures within ROW	D + 20 days
(e) Supply of Precast Fencing post at Site location	D + 40 days
(f) Erection Precast Fencing post at Site location	D+45 to D+230 days
(g) Supply of barbed wire at site	D + 50 to D + 230 days
(h) Fixing of barbed wire with fencing post	D + 50 to D + 240 days
(i) Completion of barbed wire fencing work with proper marking.	D +60 to D + 280 days
(j) Handing over of site	D +300 to D + 360 days

Note: "D" is the date of issue of Letter of Acceptance by DFCCIL to the contractor.

PART- IV
CHAPTER II

TENDER FORMS
(INCLUDING SCHEDULE OF PRICES)

PART- IV
CHAPTER II

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing in demnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
FormNo.10	Draft Agreement for JV
FormNo.11	Pro-forma of Participation from each partner of JV
FormNo.12	Power of Attorney for authorized signatory of JV Partners
FormNo.13	Power of Attorney to lead partner of JV
Form No. 14	Proforma for Time Extension
Form No. 15	Certificate of Fitness
Form No. 16	Proforma of 7 days' Notice
Form No. 17	Proforma of 48 Hours' Notice
Form No. 18	Proforma of Termination Notice
Form No. 19	Format of Bank Guarantee for Mobilisation Advance

OFFER LETTER

Tender No. KKK/EN/TENDER/BOUNDARY FENCING/PH-I/2020-21/01

NAME OF WORK: - Demarcation of ROW with Pre-cast R.C.C. M20 posts with barbed wire fencing 3m apart and dismantling & disposal of released materials of dismantled Structures falling in the alignment of DFCCIL ROW of Gomoh-Sonnagar Section (Phase-I)..

To,
The Managing Director,
DFCCIL,
New Delhi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other

bid that you may receive.

Name
In the capacity of Signed
..... Duly
authorized to sign the Bid for and on behalf of Date
.....

TENDERER'S CREDENTIALS

S. No	Description
1.	For technical experience/competence, give details of similar completed works during the last three financial years (i.e. current Financial year and three previous Financial Years) in the proforma given in Form-2A
2.	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

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

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

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

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

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

Details of contractual payments (Construction only) received during the last three financial years and current financial year

Contractual payments received (Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2020-2021)	
2019-2020	
2018- 2019	
2017- 2018	
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers.

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

Signature of the
Tenderer with Seal

APPLICANT'S PARTY INFORMATION FORM

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

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

(Summary of Prices has been separately attached in Financial Packet "B")

Tender No. KKK/EN/Tender/Boundary Fencing/PH-I/2020-21/01

FORM No. 4
SCHEDULE -1
SCHEDULE OF PRICES & TOTAL PRICES

**(Schedule of Prices & Total Prices have been separately attached in
Financial Packet "B").**

FORM No. 5

Signature of tenderer (s)

Page 108

SAMPLE
AGREEMENT
CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement") is made at New Delhi on the ____day of _____
BETWEEN

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

WHEREAS in reference to a call for Tender for Construction of Construction of ____ nos ROBs (excluding/including approaches) in lieu of level crossings for LC No. _____ as per Tender paper _____ at Annexure "A" here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for Construction of ____ nos ROBs (excluding/including approaches) in lieu of level crossings for LC No. _____.

as per copy of the Letter of Acceptance of Tender No----- dated ----_complete with enclosure at the accepted rates and at an estimated contract value of Rs._____(Rupees _only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name

on behalf of the Contractor in the

on behalf of the Employer in the presence of:

Witness

Witness Name

Address

presence of:

Address

presence of:

Enclosures:-

1. Annexure 'A' - Tender Papers No.

2. Annexure 'B' - Letter of Acceptance of Tender No. _____ Dated _____

along with Summary of Prices

SAMPLE

Name of the Bank _____

Managing Director/ DFCCIL Bank Guarantee Bond No. _____

Acting through ____ (Designation Dated and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through _____
(Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.

_____ dated made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called "the said contractor(s)" for the work _____

(hereinafter called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. _____ (Rs. ____ only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. _____ (Rs. ____ only) on demand by the Government.

2. We _____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GROUP GENERAL MANAGER/ FINANCE Dedicated Freight Corridor Corporation of India Limited, New Delhi or _____ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ____ (Rs. ____ only)

3 (a) We, _____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

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

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

6. We, _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

9. This guarantee shall be valid upto _____ (Date of completion plus 60 days beyond that). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. ____ (Rs. __only) unless a demand under this guarantee is

Tender No. KKK/EN/Tender/Boundary Fencing/PH-I/2020-21/01
made on us in writing on or before _____
discharged from our liabilities under this guarantee thereafter. we, shall be

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

Witness:

1. _____

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

2. _____

SAMPLE
STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

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

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

Should any loss, damage or deterioration of materials occur or surplus material disposed off and refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part IV, Chapter – II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day ____ day of 2016

for and on behalf of

M/s _____ (Contractor) Signature of witness

Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS
MANDATE FORM**

Date :-

To,

GM (F) / GGM (F)

DFCCIL, New Delhi.

Sub : ECS / NEFT / RTGS payments

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

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

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

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

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

and

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

and

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

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

WHEREAS:

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

(iii)

(b) Joint Venture Partner

(i)

(ii)

(iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITY

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

6. ASSIGNMENT AND THIRD PARTIES

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

7. EXECUTIVE AUTHORITY

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

8. BID SECURITIES

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

9. BID SUBMISSION

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

10. INDEMNITY

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

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

12. DOCUMENTS & CONFIDENTIALITY

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

13. ARBITRATION

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

14. VALIDITY

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

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

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

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

17. NOTICES

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

Lead Partner

.....
(Name & Address)

Other Partner(s)

.....
(Name & Address)

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

M/s.....

M/s.....

.....
(Seal)

.....
(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

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

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

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

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

A. CONDITIONS AND TERMS OF JV AGREEMENT

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

B. SCHEDULES

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

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

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

No....

Dated

From:

.....
.....

To,

The Managing Director,

Dedicated Freight Corridor Corporation of India Limited

Pragati Maidan Metro Stn. Building Complex.,

New Delhi 110001.

Gentlemen,

Re: ... "[Insert name of work].....".

Ref: Your notice for Invitation for Bid No. _____
dated

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

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

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

OR

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

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent

the Joint Venture:

3. In the event of our JV being awarded the contract, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.

4. ***I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.**

Yours faithfully, (Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Company Seal

* Delete as applicable

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

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

POWER OF ATTORNEY*

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

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

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

Dated this the day of 2017.

(Signature of authorised Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....

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

Witness

Witness 1: Name:

Address:

Occupation:

Witness 2: Name:

Address:

Occupation:

***Notes:**

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

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of “Construction of one ROB including approaches complete in lieu of existing LC no. 106 at KM 212/10-12 between Dungari - Bilimora Railway station of Virar – Surat Section of Mumbai Division of Western Railway”.

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

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

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

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our

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said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of 2017

.....
(Signature)

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

Witness 1	
Name:	
Address:	
Occupation:	
Witness 2	
Name:	
Address:	
Occupation:	

PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

Sub : (i) _____ (name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

Yours faithfully

For and on behalf of the Employer
Name of the Official:-

Stamp/Seal of the Employer

CERTIFICATE OF FITNESS

1. (a) Serial Number _____

(b) Date _____

2. Name of person examined _____

I certify that I have personally examined (*name*) _____

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

4. Sex _____

5. Residence: _____

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

7. Physical fitness _____

8. Identification marks _____

Who is desirous of being employed
in a factory or on a work requiring
manual labour and that his / her age
as nearly as can be ascertained from
my examination, is _____ years
and that he/she is fit for employment
in a factory or on a work requiring
manual labour as an adult/child.

9. Reasons for:

(a) refusal to grant certificate, or _____

(b) revoking the Certificate _____

Signature or Left Hand
Thumb Impression of the
person Examined

Signature of Certifying Surgeon

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

PROFORMA OF 7 DAYS NOTICE
DFCCIL
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-

Stamp/Seal of the Employer

**PROFORMA OF 48 HRS. NOTICE
DFCCIL**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-

Stamp/Seal of the Employer

**PROFORMA OF TERMINATION NOTICE
DFCCIL**

(Without Prejudice)

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-

Stamp/Seal of the Employer

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

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

Bank guarantee made on this Between (hereinafter called "**the 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 Contractor**"), having its registered office at

AND WHEREAS vide Clause 1.5.20 of Part - I, Chapter V , Special Conditions of Contract, Mobilization Advance up to ____% (____ percent) of the original contract value of Rs..... is payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of ____% (____ percent) amounting to Rs...../- (Rupees.....) of the Contract Price,

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

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

This guarantee is valid till

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

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

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

The expressions "the Employer", "the Bank" and "the contractor" hereinbefore used shall include their respective successors and assigns.
Notwithstanding anything contained herein:

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

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

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

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

For and on behalf of the Bank of

Signature of Authorized Bank Official

Name
Designation
Stamp/Seal of the bank
Signed, sealed and delivered for and on
Behalf of the bank by the above named

..... in the presence of

Witness 1
Signature
Name
Address
Witness 2
Signature
Name
Address

PART V

DRAWINGS

PART V

DRAWINGS

Typical Arrangement Drawings for Fencing:

Drawing no: DFCCIL/KKK/Fencing Type/19-20/02

Notes:

1. These drawing is indicative and for reference only.
2. The work shall be done as per instruction of engineering incharge.

END OF TENDER DOCUMENTS