

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED**

(A Government of India Enterprises under Ministry of Railways)

E-Tender Document

For

NAME OF WORK :- Construction of Service road and Diversion road at LC No. 66 at IR chainage 143/30-32 between Bordi and Umbergaon stations and at LC No.68 at IR chainage 149/22-24 between Sanjan and Bhilad stations of Vaitarna - Surat section of Mumbai division of Western Railway.

Tender No. :- MUM/N/EN/ Service Road of ROBs /LC-66 & 68, Dated:24.02.2021

(Participation through e-Tender Only)

Visit: www.ireps.gov.in/ itslink at www.dfccil.com

(Help Desk of IREPS : 011-23761525)

February 2021

Employer:
CHIEF GENERAL MANAGER / NORTH / MUMBAI
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS

Chapter I of Part I**(i) NOTICE INVITING TENDER (NIT) (Online)**

1.0 Chief General Manager /North / Mumbai for and on behalf of DFCCIL invites

Tender on prescribed forms for the execution of the following work:

1.1	Tender No.	MUM/N/EN/ Service Road of ROBs /LC-66 & 68, Dated:24.02.2021
1.2	Name of Work	Construction of Service road and Diversion road at LC No. 66 at IR chainage 143/30-32 between Bordi and Umbergaon stations and at LC No.68 at IR chainage 149/22-24 between Sanjan and Bhilad stations of Vaitarna - Surat section of Mumbai division of Western Railway.
1.3	Type of Tender	Open Tender (Single stage two packet).
1.4	Duration of Contract	06 months
1.5	Estimated Cost of Work	₹ 8,99,98,742.70 (NIT Cost Excluding GST)
1.6	Cost of Tender Document (Non- Refundable)	Rs. 10,000/- Plus GST @ 18% = Rs 11,800/- to be paid online through payment gateway provided at www.ireps.gov.in
1.7	Earnest Money Deposit (EMD) (Tender Security)	Bid Security Declaration: I/We, M/s (Name of bidder) am/are/aware that I/We have been exempted from submission of Bid Security / Earnest Money Deposit in lieu of this Bid Security Declaration. I/we understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents. I/we i.e. the bidder shall be banned from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform of IREPS.
1.8	Uploading of NIT and Tender Document	24.02.2021 at 15.00 hrs. on www.ireps.gov.in
1.9	Last Date and Time of Submission of Tender (Online)	25.03.2021 up to 15.00 hrs. on www.ireps.gov.in
1.10	Date and Time of Opening of Tender (Online)	25.03.2021 at 15.30 hrs. on www.ireps.gov.in
1.11	Tender Validity	120 days from the Date of Opening of Tender.
1.12	Address for Communication	Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001
1.13	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature contact at Help desk of www.ireps.gov.in and phone No. 011-23761525

1.14	Availability of Tender Documents	<p>The Tender documents can be downloaded from www.ireps.gov.in. Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in.</p> <p>DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least seven days in advance of date of opening of tender and placed on the www.ireps.gov.in only.</p>
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2.0 General

2.1 Joint Venture (JV) not allowed.

2.2 No request for extension of the Tender Due Date shall be considered.

2.3 The Offer shall be valid for 120 Days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity least liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

2.4 Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E-Tendering website www.ireps.gov.in. Tenderer are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/ date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

(i) Format for Covering Letter of Tender.

(On Letter Head of Firm/Company)

To,

Chief General Manager /North,
DFCCIL, 7th Floor, New Administrative Building,
D. N. Road, Mumbai 400 001

Sub.: Construction of Service road and Diversion road at LC No. 66 at IR chainage 143/30-32 between Bordi and Umbergaon stations and at LC No.68 at IR chainage 149/22-24 between Sanjan and Bhilad stations of Vaitarna - Surat section of Mumbai division of Western Railway.

Ref: Tender No. MUM/N/EN/ Service Road of ROBs /LC-66 & 68, Dated:24.02.2021

1. I /We..... have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and if I/We default thereof, I/We will be liable for any action as per Bid Security Declaration.I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.
2. Bid security declaration for Earnest Money Deposit is submitted along with offer. I/We will be liable for any action as per Bid Security Declaration without prejudice to any other rights or remedies if:
 - a. I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - b. I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 3% of contract value) as per the Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c. I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - d. I/We withdraw the offer during the period of validity/extended validity; or
 - e. When any of the information furnished by the tenderer not found true.

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

(Signature of Bidder)

(Name and Address of the Bidder)

(Signature of witness)

(Name and Address of the Witness)

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	The Covering Letter as per format given in the Section 2.	
2.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3.	Certified Copy of GST No, PAN Card & Aadhar Card.	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
5.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III	
6.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	

Important Notes:

Documents No. 1 to 6, should be scanned and uploaded along with offer as attachment at website www.ireps.gov.in.

Chapter II of Part I**INSTRUCTIONS TO BIDDERS****1.0 The salient features of the contract are as follows:**

i.	Tender No.	MUM/N/EN/ Service Road of ROBs /LC-66 & 68, Dated:24.02.2021
ii.	Name of work	Construction of Service road and Diversion road at LC No. 66 at IR chainage 143/30-32 between Bordi and Umbergaon stations and at LC No.68 at IR chainage 149/22-24 between Sanjan and Bhilad stations of Vaitarna - Surat section of Mumbai division of Western Railway.
iii.	Duration of contract	06 months from the Date as Specified in the Letter of Acceptance and further Extendable at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Contract value	₹ 8,99,98,742.70 (NIT Cost Excluding GST)
v.	Earnest money	Bid Security Declaration: I/We, M/s (Name of bidder) am/are/aware that I/We have been exempted from submission of Bid Security / Earnest Money Deposit in lieu of this Bid Security Declaration. I/we understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents. I/we i.e. the bidder shall be banned from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS. Tenders received without Bid Security Declaration-shall be summarily rejected.
vi.	Performance Security	3% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security deposit/ Retention Money	The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full security Deposit is recovered.

2.0 SUBMISSION OF E-TENDER: -

2.1 Tender Document Obtaining Process

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

2.2 Submission of Offer

- 2.2.1** Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- 2.2.2** All the required documents (legible) as mentioned in Check list from S. No. 1-6 have to be uploaded along with the offer on www.ireps.gov.in **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**
- 2.2.3** The detailed instructions of e-tendering can be read through website www.ireps.gov.in
- 2.2.4** The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in
- 2.2.5** The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 2.2.6** The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.
- 2.2.7** The **bid** shall be accepted through **Online mode only**.
- 2.2.8** Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.0** The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.

- 4.0** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 5.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 6.0** After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender Document, the interpretation of same given by DFCCIL shall be considered as final and binding.
- 7.0** For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:
- (i) Financial Bid.
 - (ii) Notice Inviting Tender.
 - (iii) Instructions to Bidders.
 - (iv) Scope of Work.
 - (v) Special Conditions of Contract.
 - (vi) General Conditions of Contract.

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

- 8.0** Contractor must fill up all the schedules and furnish all the required information on emode as per the instructions given in various sections of the Tender Document.
- 9.0** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments/corrigendum if any, visited the site and made himself aware of the scope of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 10.0** DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.
- 11.0** 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. Tenderers shall be banned for 12 month as per Bid Security Declaration. The decision of the DFCCIL in this regard shall be final and binding.

- 12.0** The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria

mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.

13.0 Modification/Substitution/Withdrawal of Bids:

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

14.0 Opening and Evaluation of Bids:

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

Address: Online Opening of Tender

Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001

- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non- Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 25.03.2021

15.0 Deadline for Submission of Tender:

Tenderer must ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 25.03.2021).

- 16.0** Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

17.0 Cost of Tender Document:

The Tenderer shall deposit cost of tender as prescribed in section-I, online through payment gateway of www.ireps.gov.in

18.0 Earnest Money Deposit (Tender Security):

- (i) Tenderer must submit the Bid Security Declaration in prescribed format along with your offer.
- (ii) Tenders received without Bid Security Declaration in full in the manner prescribed above shall be summarily rejected.
- (iii) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right to ban as per Bid Security Declaration in case of Successful Tenderer if:

- a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or
- b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 3 % of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
- c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
- d) Withdraws the offer during the period of validity/extended validity.
- e) When any of the information furnished by the tenderer not found true.

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.

(iii) Scope of Work

On behalf of President of India, CHIEF GENERAL MANAGER (North) Mumbai 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:- Construction of Service road and Diversion road at LC No. 66 at IR chainage 143/30-32 between Bordi and Umbergaon stations and at LC 68 at IR chainage 149/22-24 between Sanjan and Bhilad stations of Vaitarna - Surat section of Mumbai division of Western Railway.

Railway Portion arrangement as per approved GAD:

- a) For Approach portion of work as per approved GAD of Gujarat State government.

SL. No.	Level Crossing No	Chainage of ROB (km)	Approx. Rly. Span configuration (m)	Approx. Approach Span configuration (m)
1	66	<u>IR chainage 143/30-32</u>	2x36m (Composite girders)	27X24 + 2X16 (RCC I- Girder with deck slab)
2	68	<u>IR chainage 149/22-24</u>	2X36 + 3X24 (Composite Girder)	34X20 + 2X15 (RCC I – Girder with deck slab)

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

- Construction of bituminous roads, consist of sab-base & base course as per MORTH specifications and dense bituminous macadam as per MORTH specifications.
- Construction of earthen embankment for laying of sub-base as per specifications.
- Providing cross drainage arrangement at regular intervals using NP3 class RCC pipes duly jointed with cement mortar, as desired by Engineer-in-charge.
- Consolidation of sub grade as per standard as required.
- Providing and laying surface marking with appropriate road marking paint as per specification of road as per standard & specification.
- Other miscellaneous works.

(v) Cost of the work: The estimated cost of the tendered work is approximately ₹ 8,99,98,742.70 (NIT Cost Excluding GST)

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

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

(vii) Location

Works are to be executed in the jurisdiction of Mumbai Division of Western Railway with approaches of ROB's in State Government land. However, DFCCIL

reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction of CGM//NORTH/MUMBAI/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.irops.gov.in .

1.3.2(B) Deleted

1.3.3 Tender Document

This tender document consists of following five parts:

PART/CHAPTERS	DESCRIPTION
PART – I	
Chapter I	Notice Inviting Tender (On line)
Chapter II	Instructions to Bidders
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV (A)	General Conditions of Contract
Chapter IV (B)	Pre-Contract Integrity Pact
Chapter V	Special Conditions of Contract
PART – II(A)	Additional Technical Specifications – III (A)
PART-II (B)	Additional Technical Specifications – III (B)
PART – III	
Chapter I	Tender Forms (including Schedule of Prices)

1.3.4 Deleted

1.3.4.1 to 1.3.4.9 Deleted.

1.3.4.10 Conditional tenders are liable to be rejected. DFCCIL however reserves the right to reject such tenders summarily without assigning any reasons whatsoever. The Railway also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the Railway 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.

1.3.4.11 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.

1.3.4.12 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.

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

- Various Pro-forma attached with tender document as per chapter II of Part IV.
- Covering Letter as per Format given in Chapter II.
- 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.
- 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 25.03.2021** , in CHIEF GENERAL MANAGER(North), Dedicated Freight Corridor Corporation of India Limited, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai, India, in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

1.3.5.1 Deleted.

1.. Constitution of the Firm: -

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

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

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
- (c) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

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

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

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

- 1.3.5.5** 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.

**2.. Validity of
Tender: -**

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

3.. Deleted

Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of **CHIEF GENERAL MANAGER/North, DFCCIL, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai-40001** 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 tenderers shall be banned for 12 months as per Bid Security Declaration-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 take action as per Contract Condition

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).

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.

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.

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

Criteria	Documents	
Requirement	Single Entity	Submission Requirements
<p>(i) The tenderer / JV firm or Lead Member of JV firm must have satisfactorily completed at least one single work in last three previous financial years and the current financial year upto the date of submission of tender, of construction of any one of the following having minimum value of 35% of the Advertised value of tender:(3,14,99,559.90)</p> <p>1) Construction of any civil engineering work which includes construction of bituminous roads.</p>	Must meet requirement	<p>The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and Photostat of original certificates of client.</p> <p>All documents either original or photocopy should be attested by Notary.</p>

Note:

1. 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	Documents	
Requirement	Single Entity	Submission Requirements
The contractual payments received by the tenderer the arithmetic sum of contractual payments received 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. (13,49,98,114.00)	Must meet Requirement	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.

Note:

1. 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.

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. organization /PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. 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 whichever is lower, shall be considered for judging eligibility.

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

(c) 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 closed and 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

(i) Notarial Stamp there on.

(ii) 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. Indian Railways. gov.in / railway board](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.

(iii) 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>.

(iv) 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 06 months (Six 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. In such case the tenderers shall be banned as per Bid Security Declaration.

1.3.16 Quantum of work and materials:

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

1.3.17 Employer not bound to accept any tender:

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

1.3.18 Schedule of Prices

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

1.3.19 Performance Guarantee: Refer relevant clause of GCC.

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

1.3.21 Negotiation:

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

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

1.3.22 Site Inspection:

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

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

PART - I
CHAPTER - IV

GENERAL CONDITIONS OF CONTRACT

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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 / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s Representative of the successor Railway / DFCCIL.

- (g) “Contractor” shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract .
- (i) “Works” shall mean the works to be executed in accordance with the contract.
- (j) “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.
- (k) “Schedule of rates of Railway” shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also includes Rates specified in tender document. 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 GGM/GM/CGM/nominated by DFCCIL.

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

- 3.(2) Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4. Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
- 5. Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- 6. Occupation and use of land : -** No land belonging to or in the possession of the Railway / DFC CI L/ 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 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 5% of the total value of the contract. This is in addition to Performance Guarantee amounting 3% of the total value of the contract value.
- 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 6% 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 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 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (Fifteen) 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 15 (Fifteen) 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 banning to the tenderer as per Bid Security Declaration 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 3% of the contract value:-

- (i) Deleted
- (ii) Irrevocable Bank Guarantees from any Nationalized / Indian all Scheduled Commercial Banks;
- (iii) Government Securities including State Loan Bonds at 5 percent below the market value.
- (iv) Deposit receipts, pay orders, Demand Drafts. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Deleted
- (vi) Deleted
- (vii) Deleted.
- (viii) Deleted
- (ix) Deleted
- (x) Deleted
- (xi) Deleted

Note: deleted.

- (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.

- (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 90 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 $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the week.

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

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

Further competent authority while granting extension to the currency of contract under clause 17.(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or

offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.

- 18.(2)** The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/ROB /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 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for

execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

19.(4) Setting out of works:- The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.(1) Compliance to Engineer's instructions:- The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) Alterations to be authorized:- No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

20.(3) Extra works:- Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.

20.(4) Separate contracts in connection with works:- The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works

and shall properly connect and coordinate his work with theirs. If any part of the 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 thereupon 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 / D F C C I L shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

25. Sheds, stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock

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

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

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

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

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond

the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

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

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

31.(2) Deleted

31.(3) Deleted

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

31.(4)(b) Deleted

32. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection,

declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by 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 of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

38. Deleted

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

by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing: - In the event of any of the provisions

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

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

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

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

(i) 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	N.A		

products Contracts			
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 & C (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:

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

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

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

$$(iv) \quad S = \frac{SW \times (S_Q - S_B)}{S_B}$$

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

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

- 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-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

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

the Central Government pending finalization or adjudication of any such claim.

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

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

- (i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL'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.

550 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 tillMonthYear.**"

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 Contactor 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 ban to the contractor as per Bid Security Declaration, Performance Guarantee (PG) and Security Deposits (SD) of that contract.

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

60.(2) Medical Certificate of fitness for labour: - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of validity of medical fitness certificate:- A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60.(4) Medical re-examination of labourer:- Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be

employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:

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

DETERMINATION OF CONTRACT

61.(1) Right of DFCCIL of determine the contract:- The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL’s opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination 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 90 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 90 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 90 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/Mumbai. 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.

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 _____ 2016, 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 committee 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 of 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 or 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 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 stature 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 the 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 for fabrication and erection of steel girder bridges (B1-2001) amended till date. Quality Assurance Plan shall include for materials used and for workmanship of work. Quality Assurance Plan shall also be prepared for erection of girder and casting of deck slab. The contractor shall submit Quality Assurance Plan for the superstructure and bearing. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed for the construction of superstructure including bearing. Since, the superstructure is Composite girder. Quality Assurance Plan shall be in line with Quality Assurance plans prepared by RDSO for Open Web Girder and POT & POT-PTFE bearings. These plans are to be approved from the DFCCIL.

- (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) The erection scheme of composite girder shall be approved by DFCCIL before start of erection of girder.
- (e) Fabrication of composite girder will be inspected by DFCCIL's Engineer in Charge / RDSO / PMC's 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) Fabrication Controls.
- (v) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

- (i) Manufacture and quality control procedure.

- (ii) Field activity.

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records.

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

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

1.5.9 Deleted

1.5.10 Work By Other Agencies

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

1.5.11 Infringement of patents:

- (a) The Contractor is forbidden to use any patents or registered drawings, process

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

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

various ROB's , provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of each R O B , 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 (A)

ADDITIONAL TECHNICAL SPECIFICATIONS – II

PART- II (A)

ADDITIONAL TECHNICAL SPECIFICATIONS – III

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 CPM / 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 DFCIL / 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-incharge 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).

- 2.2.3** Scaffolding or staging more than 3.5 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 2.2.4** Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.

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 goggle.

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.

2.2.9 JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALLING, ELECTRICAL AND TELECOMMUNICATION CABLES.

A	A number of Engineering works in connection with gauge conversion / doubling / third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to Cabins, ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization under open line on construction units under CAO/C are executing various signaling and telecommunication works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel are also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. Generally, these works are executed by contractors employed by these organizations.
B	However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by Contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical deptts. Such Cable faults results in the failure of vital signaling and telecommunication circuits.
C	Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and RailTel organization, wherever such works are being done by them) Officers of the respective divisions and by the Construction Organization, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works can be controlled and minimized.
1	S&T Department (and TailTel, where they have laid the cables) & Electrical Deptts. shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. This cable route plans shall be made available to the DSE/DEN or Dy.

	CE/C as the case may be by Sr.DSTE/DSTE or Sr.DEE/DEE of the divisions or Dy. CSTE/C or Dy.CEE/C within a reasonable time in duplicate. DSE/DEN or Dy.CE/C or Dy.CEE/C within a reasonable time in duplicate. DSE/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P.Way& Works.
2	Before taking up any digging activity on a particular work by any agency, Sr.DSTE / DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. After ensuring that the concerned executing agencies, including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing.
3	After getting the permission from S&T or Electrical Deptt. as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE (Sig) or SE (Tele) or SE (Elect) shall be created chargeable to the estimates of doubling / Gauge conversion, who can help engg. agencies in the execution of the work. However basic responsibility will be of the Department executing the work and the Contractor.
4	The SE (P.Way) or SE (Works) shall pass on the information to the concerned SE (Sig) or SE (Tele) or SE (Elect) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE (P.Way) or SE (Works), which in turn shall pass on the information to the Test Room / Network Operation Centre of RailTel / TPC / Electrical Control.
5	On receiving the above information, SE (Sig) or SE (Tele) or SE (Elect) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
6	The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering Control as soon as the concerned Engg. official issued the letter authorizing commencement of work to the contractor. Test Room be given a copy and Test Room shall collect any further details from the Engineering Control and shall pass it on to S&T / RailTel& Elect. Officials regularly.
7	In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature of work, kilometer etc. be given to the Engineering Control including the contract person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test Room / Network Operations Centre of RailTel / TPC/ Elect. Control.

8	Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division / RailTel / Construction can plan the works properly for shifting. Such shifting works shall, in addition, for security and integrity of the cables, be supervised by S&T supervisors / RailTel supervisors / Electrical Supervisors.
9	The concerned SE(P.Way), SE(Works / SE(Sig) / SE (Tele) SE (Elect) or RailTel supervisors, supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident / emergency.
10	In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering Contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE (Sig) or SE (Tele) or SE (Electrical). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable by the concerned S&T supervisors or Electrical Supervisors. However, the work will be charged to the concerned engineering works.
11	In all the sections where major project are to be taken up / going on RailTel / S&T Deptt. shall deploy their official to take preventive / corrective action at site of work.
12	No new OFC/Quad cable shall be laid close to existing track. It shall be laid close to Railway boundary as per extant instructions i.e. 1.0 m from the Railway boundary to the extent possible to avoid any interference with future works (doubling etc). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or Concrete markers. Henceforth, wherever cable laying is planned and before undertaking the laying work, the cable route plan of the same shall be got approved from the concerned Sr. DEN or Dy. CE / Constn. to avoid possible damages in future. Such approvals shall be granted within 07 days of submission of the requests.
13	The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
14	Any damage caused to OFC/Quad cable or Electrical cable during execution of the work, necessary debit shall be raised on Engineering Department who shall bear the cost of the corrective action.
15	All types of bonds i.e. rail bond, cross bond and structure bond shall be restored by the Contractor with a view to keep the rail voltage low to ensure safety of personnel.
16	Above joint circular shall be applicable for construction as well as open line organization of Engineering, S&T & Electrical.
17	The S&T cable and Electrical cable route plan should be got approved from the concerned Sr. DSTE / DSTE & Sr. DEE / DEE respectively, before undertaking the work and completion cable route plan should be finalized Block section by Block section as soon the work is completed.

2.2.10 FORM FOR ENGINEERING WORK PERMIT (EWP)

1. Name of the Railway Supervisor
2. Location of work
3. Nature of work
4. Agency
5. Machineries deployed
6. Working hours
7. I have personally checked the arrangements of rope barricading, fencing at turning locations, posting of staff by the railway by the Contractor, erection of display boards training of staff, issue of permits to drivers and I am satisfied that it shall be possible to adhere to the standard safety precautions at site as reproduced in the enclosed Annexure 'S' except those indicated in para 8 below. Further I have made all the departmental arrangement require for adherence of safety precautions.
8. In case of following it shall not be possible to adhere to Annexure 'S' provisions as mentioned below.
9. However in view of Para 8 following extra safety provisions will be taken at site to ensure safety.

Executive/ DFCCIL

Remarks of APM/DFCCIL

Remarks of Dy. CPM/DFCCIL

Based on the above certificate, I hereby permit the above work for a period of _____ days i.e. upto _____.

Dy. CPM/Engg/DFCCIL

Date:

C/- Sr. DSO-BCT, Sr. DEN (N) BCT, AEN concerned Sr. Sectional Engineer (P. Way) Sectional Engineer, PWM Concerned (with 5 spare copies).

APM/DFCCIL, In-Charge

PWI © Safety

CPM/North/DFCCIL

Notes

1. A copy of this permit on issue shall be pasted on the site order book.
2. Each work location shall require separate EWP

ANNEXURE 'C'

1.0 Safety precautions: General

Safe working of contractors: A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings bridge rebuilding etc. it is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.

- i) The contractor shall not start any work without the presence of DFCCIL / Railway supervisor or his representative and contractors supervisor at site.
- ii) Where ever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the Contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
- iii) The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
- iv) The supervisor/workmen should be counselled about safety measures. A competent certificate to the contractor's supervisor as per proforma annexed shall be issued by APM which will be valid only for the work for which it has been issued.
- v) The unloaded ballast/rails/sleepers/other P. Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

- vi) Supplementary site specific instructions, wherever considered necessary, shall be issued by the Engineer-in-charge.
- (vii) The Engineer-in-charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work.

There shall be an assurance register kept at each site, which will have to be signed by both, i.e. DFCCIL Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site."

2.2.11 Supplementary Precautions for working at ROB site.

- i) A rope having luminous red strip wrapped around it, must be stretched by tying to the OHE masts to indicate the area not to be infringed under any circumstances. The entire area of work should be demarcated by providing rope barricades and sign boards which will enable the workman posted at site and also the lorry drivers to have clear guidelines on movement of vehicles.
- ii) At every 500 mts, locations having adequate space & level for proper turning of vehicles shall be earmarked and a modular, portable 1 Mt. High steel fencing at a distance of 3.5m shall be erected in a length of 20 mts. for turning of vehicles.
- iii) At places of turning of vehicles planned out a safety guard/flagman in special orange colour luminous/reflective uniform shall be posted during execution of the work who shall supervise the turning of vehicles after seeing the movement of trains and shall ensure that under no circumstances the vehicle touches the fencing erected. These safety guards shall also carry Binoculars so as to watch the vehicles/trains from a distance as well for any necessary action by him if need be. Executive/DFCCIL in charge of the work shall ensure that slopes of the nominated places are kept away from the running lines so as to avoid the possibility of any rolling down of vehicles.
- iv) These nominated places shall have the status as of a Station for a run through train and the safety guard/flagman shall stand attentively facing the track and should hold green and red hand signal flags furled up on separate sticks, the green flag in the left hand and red flag in

the right hand during day time and a lighted hand signal lamp with white light pointing towards passing trains during night time. If any unsafe condition is noticed on the train he shall attract the attention of Train crew by blowing whistle as well as showing danger or other signal as warranted. At the nominated turning place of each location, a board with text "Vehicle Turning station/W" shall be erected by the safety guard. 'W' indicates the need for whistling by incoming train motorman / driver on the nearest track. In the event of any untoward incident like say a vehicle infringing the track safety guard/flagman shall arrange to stop the train by planting short circuit operating clip and putting detonators, showing red hand signal as in case of obstruction on a track.

- v) At such nominated places temporary "whistle boards" shall be erected so as to invite the attention of Motorman/drivers to whistle when passing such locations.
- vi) At each site where construction vehicles of the contractor are required to ply along the track a patrolman by the Contractor shall be deployed to see that the driver do not have any tendency to come closer to the track and infringe.
- vii) The Drivers/Motormen of trains plying on the nearest track shall be served with caution orders to look out for any obstruction at the places of work that infringes the train movements.
- viii) All the authorized Drivers of the road vehicles/machines shall be given a red flag/ red lamp so that in the event of any obstruction they atleast stop the incoming trains.
- ix) The Executive/DFCCIL incharge shall inspect every site every alternate working day and record his observations in Site order Book clearly indicating if the safety precautions are being adhered to or not /in case of violation or inadequacy, he shall suspend the work and report to APM / DPM or his Superiors.
- x) APM incharge shall carry out safety inspection once in a week and record his observations in the site order book pointing out deficiencies if any. In case he finds that safety precautions being taken are not as per the Standing procedure order he shall suspend the work and report to Dy. CPM/Engg/DFCCIL and all others as listed in the permit to work.
- xi) Sectional Engineer as well as APM I/C while taking measurements & recording the bill shall certify that all safety precautions stipulated in General/Special conditions of Contract have been followed by the Contractor.

- xii) Dy. CPM/Engg/DFCCIL incharge shall carry out detailed safety inspection once in a month of each site and shall scrutinize site order book in respect of adherence to safety precaution once in a fortnight. It shall be the responsibility of each APM to bring his site order books per bearer once in a fortnight to his Dy. CPM/Engg/DFCCIL incharge & put up to him. Dy. CPM/Engg/DFCCIL I/C must return the site order book the same day so as not to keep the site without site order book for more than a working day.
- xiii) All the contractors shall be given copy of the procedure order so that they in turn drill/train their staff.
- xiv) The Contractor shall not allow any road vehicle (even 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-in-charge for permission giving the type & no. of individual vehicles, names & licence particulars of the drivers, location, duration & timings for such work/movement. The engineer-in-charge or his authorized representative shall personally check the validity of road vehicles, driving license and counsel, examine & certify, the road vehicle Drivers, contractor's flagmen & supervisor and will give written permission giving names or road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, stating location, period and timing of the work. This permission will be subject to the following obligatory conditions.
 - a) The road vehicles shall NOT ply between sunset and sunrise and when visibility is impaired due to dust storm/for etc. during day hours.
 - b) Nominated vehicles & drivers will be utilized for work in the presence of atleast one flagman & one supervisor certified for such work.
 - c) The vehicles shall ply 6 m clear of track. Any movement/work at less than 6 m upto minimum 3.5m clear of track centre, shall be done only in the presence of DFCCIL employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track centre.

XVII) The movement of lorries near the track shall be prohibited during night as well as during day when visibility & adequate protective measures including lighting shall be ensured & specific approval of Dy. Chief Engineer obtained for each such occasion.

XVIII) Machines and vehicles which are required to move at less than 8 mts. away from the track, it shall be in the presence of railway employee authorized by Engineer-in-charge.

XIX) The contractor's representative shall be issued a certificate by DPM/APM to the effect that they have acquired sufficient knowledge about the Safety precautions that are needed to be followed while working near the track.

2.2.12 On receiving the application for permit to work through APM/DPM, Dy.CPM/Engg/DFCCIL© shall issue permit to work to the Sectional Engineer.

2.2.13 A copy of the permit to work shall be endorsed to Sr. DSO-BCT Sr.DEN(N), AEN under SR DEN(N) BCT o, Chief Sectional engineer (P. Way) concerned, Sectional Engineer (P. Way) concerned with 5 spare copies.

3.0 Site Lab

3.1 The contractor shall be set up a site lab with minimum equipment listed below;

1. IS sieve sets for sieve analysis.
2. 15 X 15 X 15 cms cubes minimum 15 nos.
3. Cubes for cement test of 7.09 X 7.09 X cm
4. Vicate apparatus.
5. Cube testing machine of minimum 100 T capacities.
6. Measuring cylinder.

In case they have not brought the aforesaid articles or have not set up the lab, DFCCIL shall set up the same and actual cost plus 10% shall be recovered from the bills.

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 CPM-

DFCCIL/Chief Engineer within 30 Days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CPM-DFCCIL/Chief Engineer'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 three sets of minimum 200 Nos. of photographs of size 5”x7” 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 3 sets of 2 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.

5.2 The successful tenderer will be required to prepare video film (on CDROM) recording of entire construction and edit the same with proper commentary. The same shall cover the whole work in duration of about 2 hours. This film shall pictorially represent the entire work of Linking, Various Execution Stages, CRS Inspection and final completion stages. Two copies of video films (On CDROM) shall be handed over to be Railway along with necessary details, instructions, literature etc. The rate includes cost of such filming. Nothing shall be paid on this account. If the contractor fails to submit the Video Film on CDROM then Rs. 1,00,000/- shall be recovered from bill.

6.0 Special Conditions for working of Road Cranes:

6.1 No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.

6.2 The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.

6.3 Contractor can utilise the services of any competent person as defined in Factories Act, 1948 and approve by Chief Inspector of Factories.

6.4 The laminated photocopies of fitness certificate issued by competent person, the operator's photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.

6.5 All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.

6.6 In addition, it is also advised that for all the works being executed by the Road Cranes, the above stipulations should be checked. These instructions should be strictly observed.

PART- II (B)

ADDITIONAL TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1.0 PREAMBLE:-

1.1 The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified in this Volume.

1.2 Site Information:-

1.2.1 The information given here under provided elsewhere is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

2.0 GENERAL REQUIREMENTS:-

The technical specifications in accordance with which the entire work described herein after shall be constructed and completed by the Contractor shall comprise of the "SPECIFICATION"

2.1 The "SPECIFICATION" for each item is attached with tender is based on following.

(1) "SPECIFICATION FOR ROAD AND BRIDGE WORKS" (Fifth Revision printed in year 2013) issued by the Ministry of Road Transport & Highways (MORT & H), Government of India and Published by the Indian Roads Congress, hereinafter to as MORT & H Specifications.

(2) The General Technical Specifications for Road works.

(3) The General Technical Specifications for Bridge works.

Note:- (2) To (3) are Conventional Specifications Booklets usually attached for (R&B) Works.

2.2 If, a particular clause (which is incorporated in "SPECIFICATION") of specification booklets (1) to (3) above is Amended / Modified/ Added upon then the Amendment/ Modification/Addition shall supersede the relevant clause incorporated in " SPECIFICATION"

2.3 In, so far as Amended / Modified / Added Clause may come in conflict or be inconsistent with any of the provisions of the MORT & H Specifications under reference, the Amended/Modified/ Added Clause and the additional specifications shall always prevail.

2.4 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specification, of IRC and BIS in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the 'Engineer' and , in case of any dispute arising out of the interpretation of the above, the decision of the 'Engineer' shall be final and binding on the Contractor. _

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
FOR SCHEDULE “A”

Item no. 1: Box cutting the road surface to proper slope and camber for making a base for road work including removing the excavated stuff and depositing on the road side slope as directed upto 50m lead.

Box cutting the road surface to proper slope and camber for making a base for road work including removing the excavated stuff and depositing on the road side slope as directed upto 50m lead.

The sub grade / sub base / base to receive the water bound macadam course shall be prepared to the specified grade and camber and made of dust and other extraneous materials. Any nets of soft places shall be corrected in on approved manner and rolled until firm.

Cutting shall be paid on cross section area as established by the longitudinal level and cross sections for this purpose. The work shall be started after the initial longitudinal section of the ground and cross sections are taken and recorded.

The final surface shall confirm to proper profile, camber and super elevation etc. as directed by the Engineer. The earthwork shall be paid on sectional measurements, cross sectional etc. taken.

No allowance or payments shall be made for materials excavated prior to the taking of level by the Engineer.

The rate is inclusive of cutting in all soil and murrum including removal of all shrubs, jungle cutting, cutting stuff in slopes, side drain bank etc. complete.

This item also includes the clearing the sides and demarking the line as per requirement and cutting out the existing tress on the road side, not extra payment will be paid for.

At the time of preparing final bill, the road formation in embankment and cutting shall have be perfect condition true to grade, camber and side slope duly dressed and damages due to rain cuts etc. during entire working period shall have to be done by the contractor.

The work taken in length shall be completed in all respects viz. width, grades, camber, side drains, side slopes etc. and measurements for incomplete work shall not be taken otherwise.

1.0 Mode of Measurement & Payment :

The unit rate box cutting shall include the cost of all materials, tools and plant required for excavation in all type of soils in grade and camber, line and levels and finishing as per direction of the Engineer-in-charge, excavation and all other incidental expenses for producing item of box cutting of specified breadth and depth and grade to complete the item or its components as shown on the drawings and according to these specifications.

The box cutting shall be measured for its cross section area and compacting volumes in cubic metres by the method of average areas.

The rate will be made on Cubic Meter basis of the finished work.

Item no. 02 Earth work for embankment for SUBGRADE with CBR 7 % including breaking clods, dressing with all lead and lift and including watering, rolling and consolidation of subgrade in layers at O.M.C. to required dry density, including filling the depressing, which occurs during the process using power roller of 8 tonne to 10 tonne all as per specification. (E)From borrow area 3km lead

305.4.2 Earthwork for Embankment and Sub-Grade to be Placed Against

Sloping Ground

Where an embankment/subgrade is to be placed against sloping ground, the latter shall be appropriately benched or ploughed/scarified as required in Clause 305.4.1 before placing the embankment/sub-grade material. Extra earthwork involved in benching or due to ploughing/scarifying etc. shall be considered incidental to the work.

For wet conditions, benches with slightly inward fall and subsoil drains at the lowest point shall be provided as per the drawings, before the fill is placed against sloping ground.

Where the Contract requires construction of transverse subsurface drain at the cut-ll interface, work on the same shall be carried out to Clause 309 in proper sequence with the embankment and sub-grade work as approved by the Engineer.

305.4.4 Embankment and Sub-Grade around Structures

To avoid interference with the construction of abutments, wing walls or return walls of culvert/bridge structures, the Contractor shall, at points, to be determined by the Engineer suspend work on embankment forming approaches to such structures, until such time as the construction of the latter is sufficiently advanced to permit the completion of approaches without the risk of damage to the structure.

Unless directed otherwise, the filling around culverts, bridges and other structures upto a distance of twice the height of the road from the back of the abutment shall be carried out independent of the work on the main embankment. The fill material shall not be placed against any

abutment or wing wall, unless permission has been given by the Engineer but in any case not until the concrete or masonry has been in position for 14 days. The embankment and sub-grade shall be brought up simultaneously in equal layers on each side of the structure to avoid displacement and unequal pressure. The sequence of work in this regard shall be got approved from the Engineer.

The material used for backfill shall not be an organic soil or highly plastic clay having plasticity index and liquid limit more than 20 and 40 respectively when tested according to IS:2720 (Part 5). Filling behind abutments and wing walls for all structures shall conform to the general guidelines given in IRC:78. The fill material shall be deposited in horizontal layers in loose thickness and compacted thoroughly to the requirements of Table 300-2.

Where the provision of any filter medium is specified behind the abutment, the same shall be laid in layers simultaneously with the laying of fill material. The material used for filter shall conform to the requirements for filter medium spelt out in Clause 2504 unless otherwise specified in the Contract.

Where it may be impracticable to use conventional rollers, the compaction shall be carried out by appropriate mechanical means such as small vibratory roller, plate compactor or power rammer. Care shall be taken to see that the compaction equipment does not hit or come too close to any structural member so as to cause any damage to them or excessive pressure against the structure.

Item no. 03 Supplying and fixing reinforced concrete heavy duty non-pressure pipes with collars for culverts carrying heavy traffic as per IS 458-1991 specifications including setting the pipes in C.M. 1:2 watering and laying (to level or slopes) of class NP3 of following internal diameters . (vii) 900mm dia. (vi) 900 mm dia.

Scope & specifications of works include:

1. This shall consist of furnishing and installing reinforced cement concrete pipe of the type diameter and length required at the location shown on the drawings or as ordered by the Engineer-in-charge.
2. Reinforced concrete pipe shall be of **NP3 type** conforming to the requirements of IS : 458 and shall be of dia. as specified in the item. Each consignment of cement concrete pipes shall be inspected, if necessary and approved by the Engineer-in-charge either at the place of manufacture or at the site before their incorporation in the works.

NP3, NP2 and NP1 pipes are used for R.C.C. Pipes. Where the testing of pipes will not be feasible the contractors will have to produce a certificate from the 'manufacturer on company's letter head in the given' hereinafter from.

Production of such certificate will not however relieve the Contractor from his responsibility of supplying pipes of required standard and will have to bear the loss or damage caused to the work on account of defects found subsequently during execution. It will also be necessary to

purchase these pipes from manufacturer having standard equipments for carrying out various tests as per IS : 458 at his factory.

Form of Certificate for NP-3, NP-2, NP-1 Pipes

We _____

Manufacturer R.C.C. Pipes produce R.C.C. pipes as per the requirement of IS : 458 and also carry out the required test at our place, We have acquired equipments for carrying out test and are prepared to carry out tests at our factory sites. We have experience of manufacturing of pipes of years. The pipes supplied by us to M/S. _____.

Satisfy the requirement of IS:458.

Date: _____

Place: _____

Manufacturer's Sign _____

3. No pipes shall be placed in position until the foundations have been approved by the Engineer-in charge. Where two or more pipes are to be laid adjacent to each other, they shall be separated by a distance equal to at least half the diameter of the pipe subject to minimum of **900 mm**. The laying of pipes on the prepared foundation shall start from the outlet and proceed towards the inlet and be completed to the specified lines and grades. The pipes shall be fitted and matched so that when laid in works they form a culvert with a smooth uniform invert. Any pipe found defective or damaged during laying shall be removed at the cost of Contractor.
- 4 The pipes shall be jointed either by collar joint or by flush joint in the former case the collars shall be of R.C.C. 150 to 200 mm. wide and having the same strength as the pipes to be jointed. Caulking space shall be between 13 and 20 mm. according to the diameter of the pipes caulking material shall be slightly wet mix of cement and sand in the ratio of 1:2 rammed with caulking irons. Before caulking the collar shall be so placed that its centre coincides with that of pipes and an even annular space is left between the collar and the pipes. Flush joint may be shaped to form a self centering joint with a joining space 13 cm wide. The joining space shall

be filled with cement mortar 1:2 (1 cement : 2 sand) mixed sufficiently dry to remain in position when forced with a trowel or rammer. Care shall be taken to fill all voids and excess mortar shall be removed. All joints shall be made with care so that their interior surface is smooth and consistent with the interior surface of the pipes. After finishing, the joint shall be kept covered and damp for at least four days.

5. R. C. C. pipes shall be measured along their centre between their inlet and outlet ends in **linear metres**.
6. The rate for the pipes shall include the cost of pipe including loading, unloading, handing, storing laying in position and joining complete.

Item no. 04 Supplying and fixing cat eye (Stimsonite) made out from Acrylic butyle styrene high compression injection moulding with reflector made of MMC (prismatic type of size 12cm x 6cm x 2.5cm) provided with bituminous adhesive 100g. with each unit for fixing. (High Intensity grade)

1.1 General

Reflective Pavement marker (RPM) or road stud is device which is bonded to or anchored within the road surface for lane marking and delineation for night time visibility. It reflects incident light in directions close to the direction from which it came.

1.2 Definitions

1.2.1 Description of Terms Specific to this standard

1.2.1.1 Coefficient of luminous intensity (CIL) or specific intensity = the ratio of luminous intensity of the retro-reflector in the direction of observation to luminance at the retro-reflector on a plane perpendicular to the direction of the incident light expressed in terms of Milaca deal as per incident lux (med/ lx).

1.2.1.2 Horizontal entrance angle – the angle in the horizontal plant between the direction of incident light and the normal to the leading edge of the marker.

1.2.1.3 Observation angle – the angle in the reflector between the illumination axis and the observation axis.

1.2.1.4 Retro – reflection – reflection in which the radiation is returned in direction close to the direction from which it came, this property being maintained over were variations of the direction of incident radiation.

1.2.1.5 Head – that part of a road stud which is above the road surface where the road stud is fixed in position in the road.

1.2.1.6 Upper surface – that part of the external surface of road stud which is visible when the road stud is fixed in position in the road.

1.2.1.7 Anchorage – that part of a road stud which is below the road surface above the road stud is fixed position in the road.

1.3 Material

1.3.1 Plastic body of RPM road stud shall be molded from ASA (Acrylic Sterner Acrylonitrile) or HIPS (Impacts polystyrene) or ABS or any other suitable material approved by the Engineer-in-charge. The marker shall support a load of 13635 kg tested in accordance with ASTM D4280.

1.3.2 Reflective panels shall consist if number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of the light entering the lens face. Lenses shall be molded of methyl methecrylate conforming to ASTMD 788 or equivalent.

1.4 Design

1.4.1 The slope or retro-reflecting surface shall preferably be 35 ± 5 degree to base.

1.4.2 The area of each retro-reflecting surface shall not be less than 13.0 Sq.cm.

1.5 Optical Performance

1.5.1 Unidirectional and bi-directional studs

1.5.1.1 Each reflector or combination of reflectors on each face of the stud shall have a CIL not less than given in Table 1 or 2 as appropriate.

Table 1 Minimum C.I.L. Values for Category "A" studs.

Entrance angle	Observation angle	C.I.L. in med 1 x		
		White	Amber	Red
0" U 5" L & R	0.3"	220	110	44
0" U 10" L & R	0.5"	90	60	24

Table 1 Minimum C.I.L. Values for Category "B" studs.

Entrance angle	Observation angle	C.I.L. in med l x		
		White	Amber	Red
0" U 6" L & R	0.3"	20	10	4
0" U 10" L & R	0.5"	15	7.5	3

Note: The entrance angle of 0"U corresponds to the normal aspect of the reflectors when the reflecting road stud is installed in horizontal road surface.

1.5.1.2 A stud that incorporates one or more corner cube reflectors shall be considered to be included in category "A". A stud that incorporates one or more biconvex reflectors shall be considered to be included in category "B".

1.5.2 Omni – directional studs

Each Omni-directional stud shall have a minimum C.I.L. of not less than med/ lx.

1.5.3 Tests

1.5.3.1 Coefficient of luminance intensity can be measured by produced described in ASTM D 809 "Practice for Measuring Photometric Characteristics" or as recommended in BS 873 Part 4:1973.

1.5.3.2 Under test conditions a stud shall not be considered to fall the photometric requirements of the measured C.I.L. at any one position of measurement is less than the values specified in Table 1 or 2 provided that.

(A) The value is not less than 80% of the specified minimum, and

(B) The average of the left and right measurements for the specific angle is greater than the specified minimum.

1.6 Fixing of Reflective Markers

1.6.1 Requirements

1.6.1.1 The enveloping profile of the head of the stud shall be smooth and the studs shall not present any sharp edges to traffic.

1.6.1.2 The reflecting portions of the studs shall be free from crevice or ledges where dirt might accumulate.

1.6.1.3 All road studs shall be legibly marked with the name, trade mark or other means of identification of the manufacture.

1.6.1.4 Marker height shall not exceed 20 mm.

1.6.1.5 Marker width shall not exceed 130 mm.

1.6.1.6 The base of the marker shall be flat within 1.3 mm. If the bottom of the marker is configured. The outermost faces of the configurations shall not deviate more than 1.3 mm from a flat surface.

1.6.2 Placement

1.6.2.1 The reflective marker shall be fixed to the road surface using the adhesives and the produced recommended by the manufacturer. No nails shall be used to affix the marker as nails are hazardous for the roads.

1.6.2.2 Regardless of the type of adhesive used. The markers shall not be fixed if the pavement is not surface dry and on new asphalt concrete surfacing unit the surfacing has been opened to traffic for a period of not less than 14 hours.

1.6.2.3 The portions of the highway surface, to which the marker is to be bonded by the adhesive, shall be free of dirt, curing compound, grease, oil, moisture, loose or unsound layers, paint and any other material which would adversely affect the bond of the adhesive.

1.6.2.4 Use a wire brush, if necessary to loosen and remove dirt. Then brush or blow clean.

1.6.2.5 The adhesive shall be placed uniformly on the cleaned pavement surface or on the bottom to the marker in a quantity sufficient to result in complete coverage of the area of contact of the marker with no voids present and with a slight excess after the marker has been lightly pressed in place.

1.6.2.6 For epoxy installations, excess adhesive around the edge of the marker, excess adhesive on the pavement and adhesive on the exposed surfaces of the markers shall be immediately removed. Soft rags moistened with mineral spirits or kerosene may be used as necessary to remove adhesive from exposed faces of pavement marker.

1.7 Warranty and durability

The contractor shall obtain from the manufacturer a two year warranty for satisfactory light performance including stipulated retro-reflectance of the reflecting panel and submit the same to the Engineer. In addition, a two year warranty for satisfactory infield performance of the finished road marker shall also be given by the contractor who carried out the work of fixing of reflective road markers. In case the markers are displaced, damaged or worn out or lose their reflectivity compared to stipulated standards, the contractor would be required to replace all such markers within 15 days of the intimation from the Engineer at his own cost and with no extra remuneration to be paid for such works.

1.8 Measurement for Payment

The measurement of Cats eye (MMC) shall be in numbers of markers supplied and fixed.

1.9 Rate

The contact unit rate for Cats eye (MMC) shall be payment in full compensation for furnishing all labour, material, tools, equipment including incidental costs necessary for carrying out the work at site conforming to the specifications complete as per approved drawings or as directed.

Item no. 05 Providing and fixing pre-cast concrete kerb stone of gray cement based concrete block 30cm length, 30cm height and 15cm thick of M250 grade concrete as per approved design and including excavation for fixing in proper line and level, filling the joint with C:M 1:3 (1cement:3 fine sand) etc. complete.

1. Description

The work shall consist of scarifying the existing road surface to required depth, preparing pre cast kerb with kerb laying machine of required shape and size and fixing them in place in traffic island at Junction or as directed; as per drawing and joining them in C.M.1:3 and filling the central island portion with selected soil and compacting it and painting the sides as directed.

2. Material:

2.1: M-250 Pre Cast Kerb:(1) Water shall conform to M-1 (2) Cement shall conform to M-3 (3) Sand shall conform to M-6 (4) Mortar shall conform to M-11 (5) Aggregates shall conform to M-12 (6) Shuttering shall conform to M-26.

Pre cast C.C. Block:M250 Precast block shall be sharp, smooth and in true line, level and shape as per drawing or as directed. Expansion joint shall be provided at every 10 mt. Length.

3. Construction:

The road surface shall be excavated to required depth on approved alignment. For the base of stone C.C. 1:5:10 base concrete shall be provided conforming to Standard Specification The vertical C.C. stones shall be fixed as shown in drawing to line and level and expansion joint shall be provided. The outer sides of the vertical kerb stones shall be applied a coat of primer and subsequently white washed with two coats

Mode of Measurement and Payment:The measurement shall be on running metre basis and shall include all the work including necessary excavation, C.C. Blocks and soil filling and joining C.C. Blocks in C.M.1:3, curing, white washing , with all labour, material tools & plants etc complete.

sides exposed at right angles to each other. The surface touching the wall may not be planed unless it is required in order to straighten up the member or to obtain the overall size within the tolerances specified.

Item no. 06 Providing and placing in position High Yield Strength Deformed (HYSD) bars reinforcement (TMT Fe 500D grade) conforming to IS 1786 of all categories.....etc.

1. **GENERAL**

- a. This work shall consist of furnishing and placing **TMT Fe 500D Conforming to IS 1786 -2008** reinforcement, bars (intentioned) of the shape and dimensions shown on the drawings and conforming to these Specifications or as approved by the Engineer in charge.
- b. The work shall be carried out as per clause 2.4.1, 2.4.2, 2.4.3 and 2.4.4 TECHNICAL SPECIFICATION of the Tender Document.
- c. The payment shall be made for over lapping beyond the standard length of bar only.
- d. The payment for steel will be paid separately under relevant item

2. **Binding wire**

- a. Mild steel binding wire shall be of 1.63 mm or 1.22 mm (16 to 18 gauge diameter and shall conform IS 280-1972.
- b. The use of black wire will be permitted for binding reinforcement bars. It shall be free from dirt, paint, grease or oil, oil scale or loose or thick rust and any other undesirable coating which may prevent adhesion of cement mortar at the time of binding.
- c. Only new binding wire shall be delivered to the site all binding wire shall be inspected before binding to its position and defective brittle, rusted, used wire, shall be discarded.

3. **MODE OF MEASUREMENTS & PAYMENT**

- a. For the purpose of payment the bar shall be measured correct up to 10 mm length and weight payable works out at the rate specified below,

1	6 mm.	0.22 Kg./Rmt.	8.	20 mm	2.47 Kg./Rmt.
2	8 mm	0.39 Kg./Rmt.	9.	22 mm	2.98 Kg./Rmt.
3	10 mm	0.62 Kg./Rmt.	10.	25 mm	3.86 Kg./Rmt.
4	12 mm	0.89 Kg./Rmt.	11.	28 mm	4.84 Kg./Rmt.
5	14 mm	1.21 Kg./Rmt.	12.	32 mm	6.32 Kg./Rmt.

6 .	16 mm	1.58 Kg./Rmt.	13.	36 mm	7.99 Kg./Rmt.
7 .	18 mm	2.00 Kg./Rmt.	14.	40 mm	9.87 Kg./Rmt.

- b. The rate for reinforcement includes cost of steel binding wires, with all leads and lifts, cutting, bending, binding, and placing in position as shown on the drawings and as directed.

The rate shall be for a unit of one M.T.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
FOR SCHEDULE “B”

Item no. 01 Construction of compacted coarsed granular subbase (Grade-I crushed B.T materials of 53 mm to 26.5 mm @ 35 %,26.5 mm to 4.75 mm @ 45% ,Below 2.36 mm @ 20 %) by providing close graded material , mixing in a mechanical mix plant at OMC,carriage of a mix material to work site, spreading uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve desire density , complete clause as per 401.

401.1 Scope :

This work shall consist of laying and compacting well graded material on prepared sub grade in accordance with the requirements of these specifications. The material shall be laid in one or more layers sub base and upper sub base (termed as sub base herein after) as necessary according to lines, grades and cross sections shown on the drawings or as directed by the Engineer.

401.2 Materials:

401.2.1 The materials to be used for the work shall be crushed stone of required grading. The material shall be free from organic or other deleterious constituents and confirm to the coarse graded granular sub base grading I as mentioned below.

TABLE 400-2.

GRADING FOR COARSE GRADED GRANULAR SUB-BASE
MATERIALS.

IS sieve Designation	Percent by weight passing the IS sieve. Grading I
75.0 mm	100
53.0 mm	—
26.5 mm	55 – 75
9.5 mm	—
4.75 mm	10 – 30
2.365 mm	
0.425 mm	
0.075 mm	< 10
CBR Value (Minimum)	30

Material passing 425 micron (0.425 mm) sieve for all the three grading when tested according to IS : 2720 (Part 5) shall have liquid limit and plasticity index not more than 25 and 6 percent respectively.

401.2.2 Physical requirements:

The materials shall have a 10 percent fines value of 50 KN or more (for sample in soaked condition) when tested in compliance with B.S.: 812 (Part 111). The water absorption value of the coarse aggregate shall be determined as per IS : 2386 (Part 3) : if this value is greater than 2 percent, the soundness test shall be carried out on the material delivered to site as per IS : 383.

401.3 Strength of sub-base.

It shall be ensured prior to actual execution that the material to be used in the sub base satisfies the requirements of CBR and other physical requirements when compacted and finished.

When directed by the Engineer, this shall be verified by performing CBR tests in the laboratory as required on specimens remolded at field dry density and moisture content and any other tests for the "Quality" of materials, as may be necessary.

401.4 Construction Operations:

401.4.1 Preparation of Sub grade:

Immediately prior to the laying of sub-base, the sub grade already finished to Clause 301 or

305 as applicable shall be prepared by removing all vegetation and other extraneous matter, lightly sprinkled with water, if necessary and rolled with two passes of 80-100 KN smooth wheeled roller.

401.4.2 Spreading and compacting:

The sub-base material of grading specified in the Contract shall be spread on the prepared sub grade with the help of a motor grader of adequate capacity, its blade having hydraulic controls suitable for initial adjustment and for maintaining the required slope and grade during the operation or other means as approved by the Engineer.

When the sub-base material consists of combination of materials mentioned in Clause 401.2.1, of this item mixing shall be done mechanically by the mix in place method.

Manual mixing shall be permitted only where the width of laying is not adequate for mechanical operations, as in small-sized jobs. The equipment used for mix-in-place construction shall be a rotator or similar approved equipment capable of mixing the material to the desired degree. If so desired by the Engineer, trial runs with the equipment shall be carried out to establish its suitability for the work.

Moisture content of the loose material shall be checked in accordance with IS:2720 (Part 2) and suitably adjusted by sprinkling additional water from a truck mounted or trailer mounted water tank and suitable for applying water uniformly and at controlled quantities to variable widths of surface of other means approved by the Engineer so that, at the time of compaction, it is from 1 percent above to 2 percent below the optimum moisture content corresponding to IS:2720 (Part 8). While adding water, due allowance shall be made for evaporation losses. After water has been added, the material shall be processed by mechanical or other approved means like disc barrows, rotators until the layer is uniformly wet.

Immediately thereafter, rolling shall start. If the thickness of the compacted layer does not exceed 100 mm, a smooth wheeled roller of 80 to 100 KN weight may be used. For a compacted single layer upto 225 mm the compaction shall be done with help of a vibratory roller of minimum 80 to 100 KN static weight with plain drum or pad foot drum or heavy pneumatic tyred roller of minimum 200 to 300 KN weight having a minimum tyre pressure of 0.7 MN/ M² or equivalent capacity roller capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed towards the upper edge longitudinally for portions having unidirectional cross fall and super elevation and shall commence at the edges and progress towards the centre for portions having cross fall on both sides each pass of the roller shall uniformly overlap not less than one third of the track made in the preceding pass. During rolling, the grade and cross fall (camber) shall be checked and any high sports or depressions, which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 Km per hour.

Rolling shall be continued till the density achieved is at least 98 percent of the maximum dry density

for the material determined as per IS : 2720 (Part 8). The surface of any layer of material on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted.

401.5 Surface Finish and Quality Control of work:

The surface finish of construction shall conform to the requirements of Clause 902 of MORT & H specifications. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900 of MORT & H specifications.

401.6 Arrangements for Traffic:

During the period of construction, arrangement of traffic shall be maintained in accordance with Clause 112 of MORT & H specifications.

401.7 Measurements for Payment: Granular sub base shall be paid as finished work in position on cross sectional measurements and computing the volume of GSB work in cubic meters by average area method.

The protection of edges of granular sub base extended over the full formation as shown in the drawing shall be considered incidental to the work of providing granular sub-base and as such no extra payment shall be made for the same.

401.8 Rate:

The Contract unit rate for granular sub base shall be payment in full for carrying out the required operations including full compensation for:

- [i] Making arrangements for traffic to Clause 112 as above except for initial treatment to verges, shoulders and construction of diversions.
- [ii] Furnishing all materials to be incorporated in the work including all royalties, fees, rents where necessary and all leads and lift.
- [iii] All labour, tools, equipment and incidentals to complete the work to the specifications.
- [iv] Carrying out the work in part widths of road where directed, and
- [v] Carrying out the required tests for quality control.

<u>Item no.02</u>	Providing and laying wet mix base course macadam 250 mm in Two layer using machine crushed chips as per required gradation mixing with required optimum quantity of water conveying the mix to site and spreading to grade and camber with
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mechanical paver consolidation by vibratory roller including material, labour, plant and machinery and equipment etc. complete.

406.1 SCOPE

This work shall consist of laying and compacting clean, crushed, graded aggregate and granular material, premixed with water, to a dense mass on a prepared subgrade sub base/ base or existing pavement as the case may be in accordance with the requirements of these specifications. The material shall be laid in one or more layers as necessary to lines, grades and cross-sections shown on the approved drawings or as directed by the Engineer.

The thickness of a single compacted Wet Mix Macadam layer shall not be less than 75mm. When vibrating or other approved types of compacting equipment are used, the compacted depth of a single layer of the sub-base course may be increased to 20cm upon approval of the Engineer.

This work shall also consist of the application of a single coat of low viscosity liquid bituminous material to a porous granular surface preparatory to the superimposition of bituminous treatment or mix..

406.2 MATERIALS

406.2.1 AGGREGATES

406.2.1.1 PHYSICAL REQUIREMENTS :

Course aggregates shall be crushed stone. If crushed gravel / shingle is used, not less than 90 percent by weight of the gravel / shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces. The aggregates shall conform to the physical requirements set forth in Table 400-10 below.

TABLE 400-1 PHYSICAL REQUIREMENT OF COARSE AGGREGATES FOR WET MIX MACADAM FOR SUB-BASE / BASE COURSES

Test	Test Method	Requirements
1.*Los Angeles Abrasion value	IS : 2386 (Part-4)	40 percent (Max)
Aggregate impact value	IS : 2386 (Part-4) or IS : 5640	30 percent (Max)
2. Combined Flakiness and Elongation indices (Total)**	IS : 2386(PART-1)	30 percent (Max)

* Aggregates may satisfy requirements of either of the two tests.

****** To determine this combined proportion, the flaky stone from a representative sample should first be separated out. Flakiness index is weight of flaky stone metal divided by weight of stone sample only the elongated particles be separated out from the remaining (non flaky stone metal. Elongation index is weight of elongated particles divided by total non flaky particles. The value of flakiness index and elongation index so found are added up.

If the water absorption value of the coarse aggregate greater than 2 percent, the soundness test shall carried out on the material delivered to site as per 2386 (Part – 5).

406.2.1.2 Grading requirements :

The aggregates shall conform to the grading given in Table 400-11

TABLE 400-11. GRADING REQUIREMENTS OF AGGREGATES FOR WET MIX MACADAM.

Is Sieve Designation	Percent by weight Passing the IS sieve
53.00 mm	100
45.00 mm	95-100
26.50 mm	-
22.40 mm	60-80
11.20 mm	40-60
4.75 mm	25-40
2.36 mm	15-30
600.00 micron	8-12
75.00 micron	0-8

Materials finer than 425 micron shall have plasticity index (P.I) not exceeding 6.

The final gradation approved within these limits shall be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice- versa.

502.2 Materials for prime coat

502.2.1 Primer: The choice of a emulsion bituminous primer shall depend upon the porosity characteristics of the surface to be primed as classified in IRC: 16 These are :

- (i) Surface of low porosity: such as wet mix macadam and water bound macadam.
- (ii) Surfaces of medium porosity; such as cement stabilized soil base,
- (iii)
- (iv) Surfaces of high porosity; such as a gravel base.

Primer viscosity :

The type and viscosity of the primer shall comply with the requirements of IS 8887, as sampled and tested for bituminous primer in accordance with three standards. Guidance on viscosity and rate of spray is given in Table 500-1.

**TABLE 500-1. VISCOSITY REQUIREMENT AND QUANTITY OF
LIQUID BITUMINOUS PRIMER**

Type of Surface	Kinematic Viscosity of Primer at 60° C (Centistokes)	Quantity of Liquid Bituminous Material per 10 Sq.M. (kg)
Low porosity	30 – 60	6 to 9
Medium porosity	70 – 140	9 to 12
High porosity	250 – 500	12 to 15

Choice of primer : The primer shall be emulsion bitumen complying with IS 8887 of a type and grade as specified in the Contract or as directed by the Engineer. The use of medium curing cutback as per IS 217 shall be restricted only for sites at sub-zero temperatures or for emergency applications as directed by the Engineer.

502.2 Weather and Seasonal Limitations

Bituminous primer shall not be applied to a wet surface (see 502.4.2) or during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10° C. Surfaces which are to receive emulsion primer should be damp. But no free or

standing water shall be present.

406.3 Construction Operation :

404.3.1 Preparation of base: The surface of the subgrade/sub-base/base to receive the water bound macadam course shall be prepared to the specification lines and cross fall(camber) and made free of dust and other extraneous material. Any ruts or soft yielding places shall be corrected in an approved manner and rolled unit firm surface is obtained if necessary by sprinkling water. Any sub-base/base/surface irregularities, where predominant, shall be made good by proving appropriate type of profile corrective course(levelling course) to clause 501 of these specification.

As far as possible, laying water bound macadam course over an existing thick bituminous layer may be avoided since it will cause problems of internal drainage of the pavement at the interface of two course. It is desirable to completely pick out the existing thin bituminous wearing course where water bound macadam is proposed to be laid over it. However, where the intensity of rain is low and the interface drainage facility is efficient, water bound macadam can be laid over the existing thin bituminous surface by cutting 50 mm x 50 mm furrows at an angle of 45 degrees to the centre line of the pavement at one metre intervals in the existing road. The directions and depth of furrows shall be such that they provide adequate bondage and also serve to drain water to the existing granular base course beneath the existing thin bituminous surface.

406.3.2 Provision of lateral confinement of aggregates :

While constructing wet mix macadam arrangement shall be made for the lateral confinement of wet mix. This shall be done by laying materials in adjoining shoulders along with that of wet mix macadam layer and following the sequence of operations described in Clause 407.4.1 as below.

407.4 Construction Operations:

407.4.1 Shoulder: The sequence of operations shall be such that the construction of paved shoulder is done in layers each matching the thickness of adjoining pavement layer. Only after a layer of pavement and corresponding layers in paved and earth shoulder portion have been laid and compacted, the construction of next layer of pavement and shoulder shall be taken up.

Where the materials in adjacent layers are different, these shall be laid together and the pavement layer shall be compacted first. The corresponding layer in paved shoulder portion shall be compacted thereafter, which shall be followed by compaction of earth shoulder layer. The adjacent layers having same material shall be laid and compacted together.

In all cases where paved shoulders have to be provided along side of existing carriageway, the existing shoulders shall be excavated in full width and to the required depth as per clause 301.3.7 under no circumstances, box cutting shall be done for construction of shoulders.

Compaction requirement of earthen shoulder shall be as per table 300-2 in the case of

bituminous courses, work on shoulder (earthen/hard/paved), shall start only after the pavement course has been laid and compacted.

During all stages of shoulder (earth/hard/paved) construction, the required cross fall shall be maintained to drain off surface water

Regardless of the method of laying, all shoulder construction material shall be placed directly on the shoulder. Any spilled material dragged on to the pavement surface shall be immediately removed, without damage to the pavement, and the area so affected thoroughly cleaned.

406.3.4 Preparation of mix:

Wet Mix Macadam shall be prepared in an approved mixing plant of suitable capacity having provision for controlled addition of water and forced / positive mixing arrangement like pug-mil or pan type mixer of concrete batching plant.

Optimum moisture for mixing shall be determined in accordance with IS : 2720 (Part – 8) after replacing the aggregate fraction retained on 22.4 mm sieve with material of 4.75 micron to 22.4 mm size. While adding water, due allowance should be made for evaporation losses. However, at the time of compaction, water in the wet mix should not vary from the optimum value by more than agreed limits. The mixed material should be uniformly wet and so segregation should be permitted.

406.3.4 Spreading of mix:

Immediately after mixing, the aggregates shall be spread uniformly and evenly upon the prepared sub grade / sub-base / base in required quantities. In no case should these be dumped in heaps directly on area where these are to be laid nor shall their hauling over a partly completed stretch be permitted.

The mix may be spread either by a paver finisher or motor grader. For portions where mechanical means cannot be used, manual means as approved by the Engineer shall be used. The motor grader shall be capable of spreading the material uniformly all over the surface. Its blade shall have hydraulic control suitable for initial adjustments and maintaining the same so as to achieve the specified slop and grade.

The paver finisher shall be self – propelled, having the following features:

- (i) Loading hoppers and suitable distribution mechanism
- (ii) The screed shall have tamping and vibrating arrangement for initial compaction to the layer as it is spread without rutting or otherwise marring the surface profile.
- (iii) The paver shall be equipped with necessary control mechanism so as to ensure that the finished surface is free from surface blemishes.

The surface of the aggregate shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregate as may be tested by depth blocks during construction.

No segregation of larger and fine particles should be allowed. The aggregates as spread should be allowed. The aggregates as spread should be of uniform gradation with pockets of fine materials.

406.3.5 Compaction:-

After the mix has been laid to the required thickness, grade and care full / camber the same shall be uniformly compacted, to the full depth with suitable roller. If the thickness of single compacted layer does not exceed 100mm, as smooth wheel roller of 80 to 100 KN weigh may be used. For a compacted single layer up to 200mm, the compaction shall be done with the help of vibratory roller of minimum static weight of 80 to 100 KN or equivalent capacity roller. The speed of the roller shall not exceed 5 km/h. In portions having unidirectional cross fall / super elevation rolling shall commence from the lower edge and progress gradually towards the upper edge. Thereafter, roller should progress parallel to the center line of the road. Uniformly over-lapping each preceding track by at least one fourth width until the entire surface has been rolled. Alternate trips of the roller shall be terminated in stops at least 1 m away from any preceding stop.

In portions in camber, rolling should at the edge with the roller running forward and backward until the edges have been firmly compacted. The roller shall the progress gradually towards the center parallel to the center line of the road uniformly overlapping each of the preceding track by at least one – Fourth width until the entire surface has been rolled.

Any displacement occurring as a result of reversing of the direction of a roller or from any other caused shall be corrected at once as specified and / or removed and made good.

Along forms, Kerbs, walls or other places not accessible to the roller, the mixture shall be thoroughly compacted with mechanical tampers or a plate compactor. Skin patching of an area without scarifying the surface to permit proper bonding of the added material shall not be permitted.

Rolling should not be done when the sub grade is soft or yielding or when it caused a wave-like motion in the sub – base/ base course or sub grade. If irregularities develop during rolling which exceed 12mm when tested with a 3 meter straight edge, the surface should be loosened and premixed material added or removed as required before rolling again so as to achieve a conforming to the desired grade and cross fall. In no case should the use of unmixed material be permitted to make up the depressions.

Rolling shall be continued till the density achieved is at least 98 per cent of the maximum dry the material as determined by the method outlined in IS : 2720 (Part-8)

After completion, the surface of any finished layer shall be well-close, free from movement under compaction equipment or any compaction planes, ridges, cracks and loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of the layer and re-

compacted.

406.3.6 Setting and drying:

After final compaction of wet mix macadam course, the road shall be allowed to dry for 24 hours.

Construction

502.4.1 Equipment :

The Primer distributor shall be a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures. Hand spraying of small areas. Inaccessible to the distributor, or as directed by the Engineer.

502.4.2 Preparation of road surface : The surface to be primed shall be prepared in accordance with Clauses **501.8** .

501.8 This work shall consist of preparing an existing granular surface and shall be performed on such widths and lengths as shown on the drawing or as directed by the Engineer

Immediately prior to applying the primer the surface shall be carefully swept clean of dust and loose particles, care being taken not to disturb the inter locked aggregate. This is best achieved when the surface layer is slightly moist (lightly sprayed with water and the surface allowed to dry) and the surface should be kept moist until the primer is applied.

502.4.3 Application of emulsion bituminous primer: The viscosity and rate of application of the primer shall be at rate of 7.5 Kg / 10 Sq.m. as directed. The bituminous primer shall be sprayed uniformly in accordance with Clause 501. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

502.4.4 Curing of primer and opening to traffic: A primed surface shall be allowed to cure for at least 24 hours or such other period as is found to be necessary to allow all the volatiles to evaporate before any subsequent surface treatment or mix is laid. Any unabsorbed primer shall first be blotted with an application of sand, using the minimum quantity possible. A primed surface shall not be opened to traffic other than that necessary to lay the next course. A very

thin layer of clean sand may be applied to the surface of the primer, to prevent the primer picking up under the wheels of the paver and the trucks delivering bituminous material to the paver.

502.5 Quality Control of Work :

For control of the quality of materials supplied and the works carried out, the relevant provisions of Section 901 of MORT & H specifications shall apply

406.4 Opening to Traffic:

Preferably no vehicular traffic of any kind should be allowed on the finished wet mix macadam surface till it has dried and the wearing course laid.

406.5 Surface Finish and Quality control of work

406.5.1 Surface evenness:

The surface finish of construction shall conform to the requirements of Clause 902 of MORT & H specifications.

406.5.2 Quality Control:

Control on the quality of materials and works shall be exercised by the Engineer in accordance with section 901 of MORT & H specifications

406.6 Rectification of Surface Irregularity:

Where the surface irregularity of the wet mix macadam course exceeds the permissible tolerances or where the course is otherwise defective due to subgrade soil getting mixed with the aggregates, the full thickness of the layer shall scarified over the affected area. Reshaped with added premixed material or removed and replaced with fresh premixed material as applicable and recomputed in accordance with Clause 406.3 of this item. The area treated in the aforesaid manner shall not be less than 5m long and 2m wide. In no case shall depressions be filled up with unmixed and ungraded material or fines.

406.6.7 Arrangement for Traffic:

During the period of construction, arrangement of traffic shall be done as per Clause 112 of MORT & H specifications

406.8 Measurements for Payment:

Wet mix macadam shall be paid as finished work in position on cross sectional measurements and computing the volume of WMM work in cubic meters by average area method including cost of providing & applying emulsion Bitumen primer coat @7.5 kg/10 Sq.m. of the area where WMM are carried out.

406.9 Rate: The Contract unit rate for wet mix macadam shall be payment in full for carrying out the required operations including full compensation for all components listed below.

- i) Making arrangement for traffic to Clause 112 as above Except for initial treatment to verges, shoulders and Construction of diversions:
- ii) Furnishing wet materials to be incorporated in the work including all royalties, fees, rents where necessary and all leads and lifts;
- iii) All labour, tools, equipment and incidentals to complete the work to the specifications;
- iv) Carrying out the work in part widths of road where directed; and
- v) Carrying out the required tests for quality control.

Item no. 03 Providing and laying DBM using crushed stone aggregate BT chips as per required gradation and using emulsion asphalt as a tack coat @ 2.5 kg / 10 sqmt and the VG-30 grade asphalt at 45 kg/MT) by total weight of mix hot laid process using drum mix plant including heating and mixing asphalt & materials by drum mix process transporting the mix and laying by paver finisher including consolidation with vibratory roller including cost of material, labour, machinery equipment and fuel , oil , lubricant for plant and machinery using contractor's own plant and machineries etc. complete

507.1. Scope

This work shall consist of construction in a single layer of DBM on a previously prepared base or sub-base. The thickness of a single layer shall be 50mm

507.2. Materials

507.2.1. Bitumen: The bitumen shall be paving bitumen of Penetration Grade complying with Indian Standard Specifications for “Paving Bitumen” IS: 73, and of the penetration indicated in Table 500-10 for dense bitumen macadam.

507.2.2. Coarse aggregates: The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on the 2.36 mm sieve. They shall be clean, hard, durable, of cubical shape, free from dust and soft or friable matter, organic or other deleterious substances. Where the Contractor's selected source of aggregates have poor affinity for bitumen, as a condition for the approval of that source, the bitumen shall be treated- with an approved anti-stripping agent, as per the manufacturer's recommendations, without additional payment. Before approval of the source, the aggregates shall be tested for stripping. The aggregates shall satisfy the physical requirements

specified in Table 500-8, for dense bituminous macadam.

Where crushed gravel is proposed for use as aggregate, not less than 90% by weight of the crushed material retained on the 4.75 mm sieve shall have at least two fractured faces.

507.2.3. Fine aggregates: Fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of the two, passing the 2.36mm sieve and retained on the 75 micron sieve. They shall be clean, hard, durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter.

The fine aggregate shall have a sand equivalent value of not less than 50 when tested in accordance with the requirement of 18:2720 (Part 37).

The plasticity index of the fraction passing the 0.425 mm sieve shall not exceed 4. when tested in accordance with IS: 2720 (Part 5)

TABLE 500-8. PHYSICAL REQUIREMENTS FOR COARSE AGGREGATE FOR DENSE GRADED BITUMINOUS MACADAM

Property	Test	Specification
Cleanliness(dust)	Grain size analysis	Max 5% passing 0.075mm sieve
Particle shape	Flakiness and Elongation Index (Combined) ²	Max 30%
Strength*	Los Angeles Abrasion Value ³	Max 35%
	Aggregate Impact Value ⁴	Max 27%
Durability	Soundness: Sodium Sulphate Magnesium Sulphate	Max 12% Max 18%
Water Absorption	Water absorption ⁶	Max 2%
Stripping	Coaling and Stripping of Bitumen Aggregate Mixtures ⁷	Minimum retained coating 95%
Water Sensitivity**	Retained Tensile Strength ⁸	Min80%

Notes : 1. IS : 2386 Part 1

5. IS : 2386 Part 5

2. IS : 2386 Part 1

6. IS : 2386 Part 3

(the elongation test to be done only on non-flaky aggregates in the sample)

3. IS: 2386 Part 4*

7. IS: 6241

4. IS: 2386 Part 4*

8. AASHTOT283**

* Aggregate may satisfy requirements of either of these two tests.

** The water sensitivity test is only required if the minimum retained coating in the stripping test is less than 95%.

507.2.4. Filler : Filler shall consist of finely divided mineral matter such as rock dust, hydrated lime or cement approved by the Engineer.

The filler shall be graded within the limits indicated in Table 500-9.

TABLE 500-9. GRADING REQUIREMENTS FOR MINERAL FILLER

IS Sieve (mm)	Cumulative per cent passing by weight of total aggregate
0.6	100
0.3	95-100
0.075	85-100

The filler shall be free from organic impurities and have a Plasticity Index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. When the coarse aggregate is gravel, 2 per cent by weight of total aggregate, shall be Portland cement or hydrated lime and the percentage of fine aggregate reduced accordingly. Cement or hydrated lime is not required when the limestone aggregate is used. Where the aggregates fail to meet the requirements of the water sensitivity test in Table 500-8, then 2 per cent by total weight of aggregate, of hydrated lime shall be added without additional cost.

507.2.5. Aggregate grading and binder content: When tested in accordance with IS:2386 Part 1 (wet sieving method), the combined grading of the coarse and fine aggregates and added filler for the particular mixture shall fall within the limits shown in Table 500-10, for dense bituminous macadam grading 1 or 2 as specified in the Contract. The type and quantity of bitumen, and appropriate thickness, are also indicated for each mixture type.

TABLE 500-10. COMPOSITION OF DENSE GRADED BITUMINOUS

MACADAM PAVEMENT LAYERS

Grading	1	2
Nominal aggregate size	40mm	25mm
Layer Thickness	80-100 mm	50 mm
IS Sieve ¹ (mm)	Cumulative % by weight of total aggregate passing	
45	100	
37.5	95-100	100
26.5	63-93	90-100
19	--	71-95
13.2	55-75	56-80
9.5	--	--
4.75	38-54	38-54
2.36	28-42	28-42
1.18	--	--
0.6	--	--
0.3	7-21	7-21
0.15	--	--
0.075	2-8	2-8
Bitumen content % by mass of total mix ²	Min 4.0	Min 4.5
Bitumen grade (pen)	65 or 90	60/70 (VG-30)

Notes: 1. The combined aggregate grading shall not vary from the low limit on one sieve to the high limit on the adjacent sieve.

2. Determined by the Marshall method.

5073. Mixture Design

5073.1. Requirement for the mixture: Apart from conformity with the grading and quality requirements for individual ingredient the mixture shall meet the requirements set out in Table 500-11.

TABLE 500-11. REQUIREMENTS FOR DENSE GRADED BITUMINOUS MACADAM

Minimum stability (kN at 60°C)	9.0
Minimum flow (mm)	2
Maximum flow (mm)	4
Compaction level (Number of blows)	75 blows on each of the two faces of the specimen
Per cent air voids	3-6
Percent voids in mineral aggregate (VMA)	See Table 500-12 below.
Per cent voids filled with bitumen (VFB)	65-75

The requirements for minimum per cent voids in mineral aggregate (VMA) are set out in Table 500-12.

TABLE 500-12. MINIMUM PER CENT VOIDS IN MINERAL AGGREGATE (VMA)

Nominal Maximum Particle Size ¹ (mm)	Minimum VMA Percent Related to Design Percentage Air Voids		
	3.0	4.0	5.0
9.5	14.0	15.0	16.0
12.5	13.0	14.0	15.0
19.0	12.0	13.0	14.0
26.5	11.0	12.0	13.0
37.5	10.0	11.0	12.0

Notes: 1. The nominal maximum particle size is one size larger than the first sieve to retain more than 10 per cent.

2. Interpolate minimum voids in the mineral aggregate (VMA) for design air voids values between those listed.

507.3.2. Binder content: The binder content shall be optimized to achieve the requirements of the mixture set out in Table 500-11 and the traffic volume specified in the Contract. The Marshall method for determining the optimum binder content shall be adopted as described in The Asphalt Institute Manual MS-2, replacing the aggregates retained on the 26.5 mm sieve by the aggregates passing the 26.5 mm sieve and retained on the 22.4 mm sieve, where approved by the Engineer.

Where 40 mm dense bituminous macadam mixture is specified, the modified Marshall method described in MS-2 shall be used. This method requires modified equipment and procedures; particularly the minimum stability values in Table 500-11 shall be multiplied by 2.25, and the minimum flow shall be 3 mm.

507.3.3. Job mix formula: The Contractor shall inform the Engineer in writing, at least 20 days before the start of the work, of the job mix formula proposed for use in the works, and shall give the following details:

- (i) Source and location of all materials:
- (ii) Proportions of all materials expressed as follows where each is applicable:
 - (a) Binder type, and percentage by weight of total mixture;
 - (b) Coarse aggregate/Fine aggregate/Mineral filler as percentage by weight of total aggregate including mineral filler;
- (iii) A single definite percentage passing each sieve for the mixed aggregate:
- (iv) The individual gradings of the individual aggregate fractions, and the proportion of each in the combined grading.
- (v) The results of tests enumerated in Table 500-11 as obtained by the Contractor;
- (vi) Where the mixer is a batch mixer, the individual weights of each type of aggregate, and binder per batch.
- (vii) Test results of physical characteristics of aggregates to be used;
- (viii) Mixing temperature and compacting temperature.

The job Mix Formula shall be based on the Mix Design Prepared by GERI Or Govt. Approved Laboratory and The Same Shall be got approved from Executive

Engineer.

While establishing the job mix formula, the Contractor shall ensure that it is based on a correct and truly representative sample of the materials that will actually be used in the work and that the mixture and its different ingredients satisfy the physical and strength requirements of these Specifications.

Approval of the job mix formula shall be based on independent testing by the Engineer for which samples of all ingredients of the mix shall be furnished by the Contractor as required by the Engineer.

The approved job mix formula shall remain effective unless and until a revised Job Mix Formula is approved. Should a change in the source of materials be proposed, a new job mix formula shall be forwarded to the Engineer for approval before the placing of the material.

507.3.4. Plant trials - permissible variation in job mix formula:

Once the laboratory job mix formula is approved, the Contractor shall carry out plant trials at the mixer to establish that the plant can be set up to produce a uniform mix conforming to the approved job mix formula. The permissible variations of the individual percentages of the various ingredients in the actual mix from the job mix formula to be used shall be within the limits as specified in Table 500-13. These variations are intended to apply to individual specimens taken for quality control tests in accordance with Section 900.

TABLE 500-13. PERMISSIBLE VARIATIONS FROM THE JOB MIX FORMULA

Description	Permissible variation	
	Base/binder course	Wearing coarse
Aggregate passing 19nun sieve or larger	±8%	±7%
Aggregate passing 13.2mm, 9.5mm	±7%	±6%
Aggregate passing 4.75mm	±6%	± 5%
Aggregate passing 2.36mm, 1.18mm, 0.6mm	±5%	±4%
Aggregate passing 0.3mm, 0. 15mm	±4%	±3%
Aggregate passing 0.075mm	±2%	± 1.5%
Binder content	±0.3%	±0.3%

Mixing temperature	$\pm 10^{\circ}\text{C}$	$\pm 10^{\circ}\text{C}$
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Once the plant trials have demonstrated the capability of the plant, and the trials are approved, the laying operation may commence. Over the period of the first month of production for laying on the works, the Engineer shall require additional testing of the product to establish the reliability and consistency of the plant.

507.3.5. Laying Trials: Once the plant trials have been successfully completed and approved, the Contractor shall carry out laying trials, to demonstrate that the proposed mix can be successfully laid, and compacted all in accordance with Clause 501. The laying trial shall be carried out on a suitable area which is not to form part of the works, unless specifically approved in writing, by the Engineer. The area of the laying trials shall be a minimum of 100 sq.m. of construction similar to that of the project road, and it shall be in all respects, particularly compaction, the same as the project construction, on which the bituminous material is to be laid.

The Contractor shall previously inform the Engineer of the proposed method for laying and compacting the material. The plant trials shall then establish if the proposed laying plant, compaction plant, and methodology is capable of producing satisfactory results. The density of the finished paving layer shall be determined by taking cores, no sooner than 24 hours after laying, or by other approved method.

Once the laying trials have been approved, the same plant and methodology shall be applied to the laying of the material on the project, and no variation of either shall be acceptable, unless approved in writing by the Engineer, who may at his discretion require further laying trials.

507.4. Construction Operations

507.4.1: Weather and seasonal limitations: The provisions of Clause 501.5.1 of MORT & H shall apply.

507.4.2. Preparation of base: The base on which Dense Graded Bituminous Material is to be laid shall be prepared in accordance with Clauses 501 and 902 of MORT&H specifications as appropriate, or as directed by the Engineer. The surface shall be thoroughly swept clean by a mechanical broom, and the dust removed by compressed air. In locations where mechanical broom cannot access, other approved methods shall be used as directed by the Engineer.

507.4.3. Geosynthetics: ~~Where Geosynthetics are specified in the Contract this shall be in accordance with the requirements stated in Clause 703 of MORT& H specifications.~~

507.4.4. Stress absorbing layer: ~~Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of Clause 522 of MORT& H specifications.~~

507.4.5. Prime coat: ~~Where the material on which the dense bituminous macadam is to be laid is other than a bitumen bound layer, a prime coat shall be applied, as specified, in accordance with the~~

~~provisions of Clause 502 of MORT&H specifications or as directed by the Engineer.~~

507.4.6. Tack coat: Tack coat shall be applied as specified, in accordance with the provisions of Clause 503 as under

503 Tack Coat :-

503.1 Scope :- This work shall consist of the application of a single coat of 80/100(VG-10) grade bitumen on prepared surface preparatory to the superimposition of a bituminous mix, when specified in the contract or instructed by the engineer.

503.2 Materials :-

503.2.1 Binder :- The binder used for tack coat shall be paving bitumen of penetration grade 60/70 grade complying with Indian Standard specification for “Paving Bitumen” IS:73.

503.3 Weather and Seasonal Limitations :-

Bituminous material shall not be applied to a wet surface or during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10⁰ C.

503.4 Construction :-

503.4.1 Equipment :-

The tack coat distributor shall be a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at a specified rate, hand spraying of small areas, inaccessible to the distributor it narrow strips, shall be sprayed with a pressure hand sprayer or as directed by the Engineer.

503.4.2 Preparation of base :-

The surface on which the tack coat is to be applied shall be clean and free from dust, dirt and any extraneous material and other wise prepared in accordance with the requirements of Clauses- 501.8 & 513 as appropriate. Immediately before the application of the tack coat the surface shall be swept clean with a mechanical broom and high-pressure air jet or by other means as directed by the Engineer.

503.4.3 Application of tack coat :- (as per IRC - 16 - 2008)

The application on tack coat shall be at 2.5 Kg/ 10 Sq.mt. as specified in the contract and shall be applied uniformly.

The method of application of the tack coat will depend on the type of equipment to be used

size of nozzles, pressure at the spray bar, and speed of forward movement. The contractor shall demonstrate at a spraying trial that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

507.4.7. Mixing and transportation of the mixture: The provisions as specified in Clauses 501.3 and 501.4 shall apply.

501.3 Mixing :- Premixed bituminous materials, including bituminous macadam dense bituminous macadam semi dense bituminous concrete and bituminous concrete and bituminous concrete, shall be prepared in a hot mix plant of adequate capacity and bituminous concrete, shall be prepared in a hot mix plant of adequate capacity and capable of yielding a mix of proper and uniform quality with thoroughly coating aggregates. Appropriate mixing temperatures can be found in 500.5 of these specifications, the difference in temperature between the binder and aggregate should at no time exceed 14⁰ C. In order to ensure uniform quality of the mix and belief writing of aggregates, the hot mix plan shall be calibrated from time to time.

If a continuous mixing plant is to be used for mixing the bituminous bound macadam, the Contractor Must demonstrate by laboratory analysis that the cold feed combined grading is within the grading limits specified for the bituminous bound material. In the case of a designed job mix, the bitumen and filter content shall be derived using this combined grading. Further debits she available in the Manual for Construction and Supervision of bituminous works.

501.4 Transporting :-

Bituminous materials shall be transported in clean insulated vehicles, and unless other wise agreed by the Engineer, shall be covered while in transit or awaiting tipping, Subject to the approval of am Engineer, a thin coating of diesel or lubricating oil may be applied to the interior of the vehicle to prevent sticking and to facilitate discharge of the material.

507.4.8. Spreading: The provisions of Clauses 501.5.3 and 501.5.4 as stated under shall apply.

501.5.3. Spreading: Except in areas where a mechanical paver cannot access, bituminous materials shall be spread, levelled and tamped by an approved self-propelled paving machine. As soon as possible after arrival at site, the materials shall be supplied continuously to the paver and laid without delay.

The rate of delivery of material to the paver shall be regulated to enable the paver to operate continuously. The travel rate of the paver, and its method of operations, shall be adjusted to ensure an even and uniform flow of bituminous material across the screed, free from dragging, tearing and segregation of the material. In areas with restricted space where a mechanical paver cannot be used, the material shall be spread, raked and levelled with suitable hand tools by experienced staff, and compacted to the satisfaction of the Engineer.

The minimum thickness of material laid in each paver pass shall be in accordance with the

minimum values given in the relevant parts of these Specifications. When laying binder course or wearing course approaching an expansion joint of a structure, machine laying shall stop 300mm short of the joint. The remainder of the pavement up to the joint, and the corresponding area beyond it, shall be laid by hand, and the joint or joint cavity shall be kept clear of surfacing material.

Bituminous material, with a temperature greater than 145°C, shall not be laid or deposited on bridge deck waterproofing systems, unless precautions against heat damage have been approved by the Engineer. Hand placing of pre-mixed bituminous materials shall only be permitted in the following circumstances:

- (i) For laying regulating courses of irregular shape and varying thickness.
- (ii) In confined spaces where it is impracticable for a paver to operate.
- (iii) For footways.
- (iv) At the approaches to expansion joints at bridges, viaducts or other structures.
- (v) For laying mastic asphalt in accordance with Clause 515.
- (vi) For filling of potholes.
- (vii) Where directed by the Engineer.

Manual spreading of pre-mixed wearing course material or the addition of such material by hand-spreading to the paved area, for adjustment of level, shall only be permitted in the following circumstances:

- (i) At the edges of the layers of material and at gullies and manholes.
- (ii) At the approaches to expansion joints at bridges, viaducts or other structures.
- (iii) As directed by the Engineer.

501.5.4. Cleanliness and overlaying: Bituminous material shall be kept clean and uncontaminated. The only traffic permitted to run on bituminous material to be overlaid shall be that engaged in laying and compacting the next course or, where a binder course is to be sealed or surface dressed, that engaged on such surface treatment. Should any bituminous material become contaminated the Contractor shall make it good to the satisfaction of the Engineer, in compliance with Clause 501.8.

Binder course material shall not remain uncovered by either the wearing course or surface treatment, whichever is specified in the Contract, for more than three consecutive days after being laid. The Engineer may extend this period, by the minimum amount of time necessary, because of weather conditions or for any other reason. If the surface of the base course is subjected to traffic, or not covered within three days, a tack coat shall be applied, as directed by the Engineer.

507.4.9. Rolling: The general provisions of Clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials. The compaction process shall be carried out by the same plant, and using the same method, as approved in the laying trials, which may be varied only with the express approval of the Engineer in writing.

501.6. Compaction

Bituminous materials shall be laid and compacted in layers which enable the specified thickness, surface level regularity requirements and compaction to be achieved. Compaction of bituminous materials shall commence as soon as possible after laying. Compaction shall be substantially completed before the temperature falls below the minimum rolling temperatures stated in the relevant part of these Specifications. Rolling of the longitudinal joints shall be done immediately behind the paving operation. After this, rolling shall commence at the edges and progress towards the centre longitudinally except that on super elevated and unidirectional cambered portions, it shall progress from the lower to the upper edge parallel to the centre line of the pavement. Rolling shall continue until all roller marks have been removed from the surface. All deficiencies in the surface after laying shall be made good by the attendants behind the paver, before initial rolling is commenced. The initial or breakdown rolling shall be done with 8-10 tonnes dead weight smooth-wheeled rollers. The intermediate rolling shall be done with 8-10 tonnes dead weight or vibratory roller or with a pneumatic tyred roller of 12 to 15 tonnes weight having nine wheels, with a tyre pressure of at least 5.6 kg/sq.cm. The finish rolling shall be done with 6 to 8 tonnes smooth wheeled tandem rollers.

Where compaction is to be determined by density of cores the requirements to prove the performance of rollers shall apply in order to demonstrate that the specified density can be achieved. In such cases the Contractor shall nominate the plant, and the method by which he intends to achieve the specified level of compaction and finish at temperatures above the minimum specified rolling temperature. Laying trials shall then demonstrate the acceptability of the plant and method used.

Bituminous materials shall be rolled in a longitudinal direction, with the driven rolls nearest the paver. The roller shall first compact material adjacent to joints and then work from the lower to the upper side of the layer, overlapping on successive passes by at least one-third of the width of the real roll or, in the case of a pneumatic-tyred roller, at least the nominal width of 300mm

In portions with super-elevated and uni-directional camber, after the edge has been rolled, the roller shall progress from the lower to the upper edge.

Rollers should move at a speed of not more than 5 km per hour. The roller shall not be permitted to stand on pavement which has not been fully compacted, and necessary precautions shall be taken to prevent dropping of oil, grease, petrol or other foreign matter on the pavement either when the rollers are operating or standing. The wheels of rollers shall be kept moist with water, and the spray system provided with the machine shall be in good working order, to prevent the mixture from adhering to the wheels. Only sufficient moisture to prevent adhesion between the wheels of rollers

and the mixture should be used. Surplus water shall not be allowed to stand on the partially compacted pavement.

501.7. Joints

Where longitudinal joints are made in pre-mixed bituminous materials, the materials shall be fully compacted and the joint made flush in one of the following ways; only method (iii) shall be used for transverse joints:

- (i) by beating the joints with an approved joint heater when the adjacent width is being laid, but without cutting back or coating with binder. The heater shall raise the temperature of the full depth of material, to within the specified range of minimum rolling temperature and maximum temperature at any stage for the material, for a width not less than 75 mm. The Contractor shall have equipment available, for use in the event of a heater breakdown, to form joints by method (iii);
- (ii) by using two or more pavers operating in echelon, where this is practicable, and in sufficient proximity for adjacent widths to be fully compacted by continuous rolling;
- (iii) by cutting back the exposed joint, for a distance equal to the specified layer thickness, to a vertical face, discarding all loosened material and coating the vertical face completely with 80/100 penetration grade hot bitumen, or cold-applied bitumen, or polymer modified adhesive bitumen tape with a minimum thickness of 2 mm, before the adjacent width is laid.

All joints shall be offset at least 300 mm from parallel joints in the layer beneath or as directed, and in a layout approved by the Engineer. Joints in the wearing course shall coincide with either the lane edge or the lane marking, whichever is appropriate. Longitudinal joints shall not be situated in wheel track zones.

507.5. Opening to Traffic

The newly laid surface shall not be open to traffic for at least 24 hrs after laying and completion of compaction, without the express approval of the Engineer in writing.

507.6. Surface Finish and Quality Control of Work

The surface finish of the completed construction shall conform to the requirements of Clause 902 of MORT&H specifications. All materials and workmanship shall comply with the provisions set out in Section 900 of MORT&H Specification.

507.7. Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with

the provisions of Clause 112 of MORT &H specifications.

507.8. Measurement for Payment

The payment shall be made on the tonnage basis of the weight of mix aggregates and bitumen. For this purpose, the contractor shall have to install a weigh-bridge of suitable capacity for the purpose of weighing dumpers at suitable place at his cost as directed. Weight of empty dumpers and weight of loaded dumper will be recorded in bound and numbered register on plant site.

Department will be free to get some loaded dumpers test checked at other weight bridge. Weigh bridge will be periodically got calibrated and verified from weight and measure authorities.

For the purpose of application of tack coat, if the theoretical area as per sanctioned estimate for basic of tonne differs with the actual area of work done in the field then the reduction in or addition to payment shall have to be effected to the contractor on pro-rata basis depending upon the area reduced or exceeded respectively.

Weight of mix materials will be done in presence of responsible person, not less than the rank of Supervisor of Department and the measurements shall be recorded by the Deputy Executive Engineer or Assistant Engineer or Additional Assistant Engineer, if so authorized. Record of each dumper will be mentioned separately in bond and numbered register which will be maintained by the Department representatives and signed by the contractor. Proper gate pass system shall be established for the vehicle coming to the plant site and going from the site. The location of the K.M. hectometer and meter in which individual dumpers are unloaded shall be recorded carefully.

507.9. Rate

The contract unit rate for Dense Graded Bituminous Macadam shall be payment in full for carrying out the all required operations as specified. The rate shall include the provision of bitumen at 4.50 per cent by weight of the total mixture.

No payment shall be made for Extra Consumption of Bitumin which is due to variation in proportion of Bitumin in Mix Design and specified in the Description of item above.

The rate shall include for all components listed below.

- (i) Making arrangements for traffic to clause 112 except for initial treatment to verge, shoulders and construction of diversions.
- (ii) Preparation of the surface to revive the materials.
- (iii) Providing all materials to be incorporated in the work including arrangement for stock yards. All royalties, fees rents where necessary and all leads and lifts.

- (iv) Mixing transporting, laying and compacting the mix as specified.
- (v) All labour, tools equipment, plant including installation of hot mix plant, power supply units and all machinery incidental to complete the work to these specification.
- (vi) Carrying out the work in part widths of the road where directed.
- (vii) Carrying out all tests for control of quality, and
- (viii) The rate shall cover the provision of bitumen at the rate specified in the contract, with the provision that the variation in actual percentage of bitumen used will be assessed and the payment adjusted accordingly.
- (ix) The rate for premixed material are to include for all wastage in cutting of joints etc.
- (x) The rates are to include for all necessary testing mix design transporting and testing of samples, and cores. If there is not a project specific : laboratory, the contractor must arrange to carry out all necessary testing at an outside laboratory approved by the Engineer, and all costs incurred are deemed to be included in the rate quoted for the material.
- (xi) The cost of all plant and laying trials as specified to prove the mixing and laying methods is deemed, to be included in the contractor's rates for the materials.

Item no. 04 Providing and laying 40 mm Bitumen concrete using crushed stone aggregate BT chips as per required gradation and using emulsion asphalt as a tack coat @ 2.5 kg / 10 sqmt and the VG-30 grade asphalt at 55 kg/MT)by total weight of mix hot laid process using drum mix plant including heating and mixing asphalt & materials by drum mix process transporting the mix and laying by paver finisher including consolidation with vibratory roller including cost of material, labour, machinery equipment and fuel , oil , lubricant for plant and machinery using contractor's own plant and machineries etc. complete .

MORTH 509. BITUMINOUS CONCRETE

MORTH 509.1. Scope

This clause specifies the construction of Bituminous Concrete, for use in wearing and profile corrective courses. This work shall consist of construction in a single or multiple layers of bituminous concrete on a previously prepared bituminous bound surface. A single layers shall be 40 mm in thickness.

MORTH 509.2. Materials

MORTH 509.2.1. Bitumen: The bitumen shall be paving bitumen of Penetration grade complying with Indian Standard Specification for Paving Bitumen, IS: 73 and of the penetration indicated in Table 500-18. for bituminous concrete, or this bitumen as modified by one of the methods specified in Clause 521, or as otherwise specified in the Contract. Guidance on the selection of an appropriate grade of bitumen is given in The Manual for Construction and Supervision of Bituminous Works.

MORTH 509.2.2. Coarse aggregates: The coarse aggregates shall be generally as specified in MORTH Clause 507.2.2, except that the aggregates shall satisfy the physical requirements of MORTH Table 500-17.

**MORTH TABLE 500-17. PHYSICAL REQUIREMENTS FOR COARSE AGGREGATE
FOR BITUMINOUS CONCRETE PAVEMENT LAYERS**

Property	Test	
Cleanliness (dust)	Grain size analysis ¹	Max 5% passing 0.075mm sieve
Panicle shape	Flakiness and Elongation Index	Max 30% (Combined) ²
Strength*	Los Angeles Abrasion Value ³	Max 30%
	Aggregate Impact Value ⁴	Max 24%
Polishing	Polished Stone Value ⁵	Min 55
Durability	Soundness: ⁶	
	Sodium Sulphate	Max 12%
	Magnesium Sulphate	Max 18%
Water Absorption	Water absorption ⁷	Max 2%
Stripping	Coating and Stripping of Bitumen Aggregate Mixtures ⁹	Minimum Retained Coating 95%
Water Sensitivity**	Retained Tensile Strength ⁸	Min 80%

Notes: 1. IS: 2386 Part 1 6. IS: 2386 Part 5

2. IS: 2386 Part 1

(the elongation test may be done only on non-flaky aggregates in the sample)

3. IS: 2386 Part 4* 8. AASHTOT283**

4. IS: 2386 Part 4* 9. IS: 6241

5. BS: 812 Part 114

* Aggregate may satisfy requirements of either of these two tests.

** The water sensitivity test is only required if the minimum retained coating in the stripping test is less than 95%.

mix formula shall be generally as specified in Clause 507.3.3 and the results of tests enumerated in Table 500-19 as obtained by the Contractors.

MORTH 509.2.3.Fine aggregates: The fine aggregates shall be all as specified in Clause 507.2.3.

MORTH 509.2.4. Filler: Filler shall be generally as specified in Clause 507.2.4. Where the aggregates fail to meet the requirements of the water sensitivity test in Table 500-17 then 2 per cent by total weight of aggregate, of hydrated lime shall be added without additional cost.

MORTH 509.2.5. Aggregate grading and binder content: When tested in accordance with IS:2386 Part 1 (Wet grading method), the combined grading of the coarse and fine aggregates and added filler shall fall within the limits shown in Table 500-18 for gradings 1 or 2 as specified in the Contract.

MORTH 509.3. Mixture Design

MORTH 509.3.1. Requirements for the mixture: Apart from conformity with the grading and quality requirements for individual ingredients, the mixture shall meet the requirements set out in MORTH Table 500-19.

The requirements for minimum per cent voids in mineral aggregate (VMA) are set out in MORTH Table 500-12.

MORTH 509.3.2. Binder content: The binder content shall be optimised to achieve the requirements of the mixture set out in Table 500-19 and the traffic volume as specified in the Contract. The Marshall method for determining the optimum binder content shall be adopted as described in the Asphalt Institute Manual MS-2, replacing the aggregates retained on the 26.5mm sieve and retained on the 22.4mm sieve, where approved by the Engineer.

MORTH 509.3.3. Job mix formula: The procedure for formulating the job

MORTH 509.3.4.Plant trials - permissible variation in job mix formula:

The requirements for plant trials shall be all as specified in Clause 507.3.4, and permissible limits for variation as shown in Table 500-13.

MORTH 509.3.5. Laying trials: The requirements for laying trials shall be all as specified in Clause 507.3.5.

MORTH 509.4. Construction Operations

MORTH 509.4.1. Weather and seasonal limitations: The provisions of Clause 501.5.1 shall apply.

MORTH TABLE 500-18. COMPOSITION OF BITUMINOUS CONCRETE PAVEMENT LAYERS

Grading	1	2
Nominal aggregate size	19mm	13mm
Layer Thickness	50-65 mm	40 mm
IS Sieve ¹ (mm)	Cumulative % by weight of total aggregate passing	
45		
37.5		
26.5	100	
19	79-100	100
13.2	59-79	79-100
9.5	52-72	70-88
4.75	35-55	53-71
2.36	28-44	42-58
1.18	20-34	34-48
0.6	15-27	26-38
0.3	10-20	18-28
0.15	5-13	12-20
0.075	2-8	4-10
Bitumen content % by mass of total mix ²	5.0-6.0	5.50
Bitumen grade (pen)	60	60 (VG-30)

Notes: 1. The combined aggregate grading shall not vary from the low limit on one sieve to the high limit on the adjacent sieve.

2. Determined by the Marshall method.

MORTH TABLE 500-19. REQUIREMENTS FOR BITUMINOUS PAVEMENT LAYERS

Minimum stability (kN at 60°C)	9.0
Minimum flow (mm)	2
Maximum flow (mm)	4
Compaction level (Number of blows)	75 blows on each of the two faces of the specimen
Per cent air voids	3-6
Per cent voids in mineral aggregate (VMA)	See Table 500-12
Per cent voids filled with bitumen (VFB)	65-75
Loss of stability on immersion in water at 60°C (ASTM D 1075)	Min. 75 per cent retained strength

MORTH 509.4.2. Preparation of base: The surface on which the bituminous concrete is to be laid shall be prepared in accordance with Clauses 501 and 902 as appropriate, or as directed by the Engineer. The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air. In locations where a mechanical broom cannot access, other approved methods shall be used as directed by the Engineer.

~~**509.4.3. Geosynthetics:** Where Geosynthetics are specified in the Contract this shall be in accordance with the requirements stated in Clause 703.~~

~~**509.4.4. Stress absorbing layer:** Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of Clause 522 of MORT & H specifications~~

MORTH 509.4.5. Tack coat: Where specified in the Contract, or otherwise required by the Engineer, a tack coat shall be applied in accordance with the requirements of Clause 503 of MORT & H specifications.

MORTH 509.4.6. Mixing and transportation of the mixture: The provisions as specified in Clauses 501.3 and 501.4 shall apply.

MORTH 509.4.7. Spreading: The general provisions of clauses 501.5.3 and 501.5.4 of MORT & H

specifications shall apply.

MORTH 509.4.8.Rolling: The general provisions of clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials.

MORTH 509.5.Opening to Traffic

The newly laid surface shall not be open to traffic for at least 24 hours after laying and the completion of compaction, without the express approval of the Engineer in writing.

MORTH 509.6.Surface Finish and Quality Control

The surface finish of the completed construction shall conform to the requirements of Clause 902. All materials and workmanship shall comply with the provisions set out in Section 900 of this Specification.

MORTH 509.7.Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112 of MORT & H specifications

MORTH 509.8.Measurement for Payment

The payment shall be made on the tonnage basis of the weight of mix aggregates and bitumen. For this purpose, the contractor shall have to install a weigh-bridge of suitable capacity for the purpose of weighing dumpers at suitable place at his cost as directed. Weight of empty dumpers and weight of loaded dumper will be recorded in bound and numbered register on plant site.

Department will be free to get some loaded dumpers test checked at other weigh bridge. Weigh bridge will be periodically got calibrated and verified from weight and measure authorities.

For the purpose of application of tack coat, if the theoretical area as per sanctioned estimate for basic of tonne differs with the actual area of work done in the field then the reduction in or addition to payment shall have to be effected to the contractor on pro-rata basis depending upon the area reduced or exceeded respectively.

Weight of mix materials will be done in presence of responsible person, not less than the rank of Supervisor of Department and the measurements shall be recorded by the Deputy Executive Engineer or Assistant Engineer or Additional Assistant Engineer, if so authorized. Record of each dumper will be mentioned separately in bond and numbered register which will be maintained by the Department representatives and signed by the contractor. Proper gate pass system shall be established for the vehicle coming to the plant site and going from the site. The location of the K.M. hectometre and meter in which individual dumpers are unloaded shall be recorded carefully.

MORTH 504.8 Rate :- The contract unit rate for Bituminous Concrete shall be payment in full

for carrying out the required operations as specified. The rate shall include for all components listed below.

- (i) Making arrangements for traffic to clause 112 except for initial treatment to verge, shoulders and construction of diversions.
- (ii) Preparation of the surface to revive the materials.
- (iii) Providing all materials to be incorporated in the work including arrangement for stock yards. All royalties, fees rents where necessary and all leads and lifts.
- (iv) Mixing transporting, laying and compacting the mix as specified.
- (v) All labour, tools equipment, plant including installation of hot mix plant, power supply units and all machinery incidental to complete the work to these specification.
- (vi) Carrying out the work in part widths of the road where directed.
- (vii) Carrying out all tests for control of quality, and
- (viii) The rate shall cover the provision of bitumen at the rate specified in the contract, with the provision that the variation in actual percentage of bitumen used will be assessed and the payment adjusted accordingly.
- (ix) The rate for premixed material are to include for all wastage in cutting of joints etc.
- (x) The rates are to include for all necessary testing mix design transporting and testing of samples, and cores. If there is not a project specific : laboratory, the contractor must arrange to carry out all necessary testing at an outside laboratory approved by the Engineer, and all costs incurred are deemed to be included in the rate quoted for the material.
- (xi) The cost of all plant and laying trials as specified to prove the mixing and laying methods is deemed, to be included in the contractor's rates for the materials.

The contract unit rate shall include the provision of bitumen at 5.50 per cent, by weight of total mixture. The variance in actual percentage of bitumen used will be assessed and the payment adjusted up or down, accordingly.

Item no.05 Providing and laying 25 mm thick mastic asphalt wearing course with paving grade bitumen meeting the requirements given in table 500-29, prepared by using mastic cooker and laid to required level and slope after cleaning the surface, including providing antiskid surface with bitumen precoated finegrained hard stone chipping of 13.2 mm nominal size at the rate of 0.005cum per 10 sqm and at an approximate spacing of 10 cm center to center in both directions, pressed into surface when the temperature of surfaces is not less than 1000C, protruding 1 mm to 4 mm over mastic surface, all complete as per clause 516.

516 MASTIC ASPHALT

516.1 Scope

This work shall consist of constructing a single layer of mastic asphalt wearing course for road pavements and bridge decks.

Mastic asphalt is an intimate homogenous mixture of selected well-graded aggregates, filler and bitumen in such proportions as to yield a plastic and void less mass, which when applied hot can be trowelled and floated to form a very dense impermeable surfacing.

516.2 Materials

516.2.1 Binder

Subject to the approval of the Engineer, the binder shall be a paving/ Industrial grade bitumen meeting the requirements given in **Table 500-39**.

Table 500-39 : Requirements for Physical Properties of Binder

Property	Test Method	Requirements
Penetration at 25°C	IS:903	15 ± 5*
Softening point, °C	IS:905	65 ± 10
Loss on heating for 5h at 163°C, % by mass Max.	IS:1212	2.0
Solubility in trichloroethylene, % by mass Min.	IS:1216	95
Ash (mineral matter), % by mass Max.	IS:1217	1.0

in cold climatic regions (temperature less than 10°C), VG 40 grade bitumen may be used.

516.2.2 Coarse Aggregates

The coarse aggregates shall consist of crushed stone, crushed gravel/shingle or other stones. They shall be clean, hard, durable, of fairly cubical shape, uncoated and free from soft, organic or other deleterious substances. They shall satisfy the physical requirements given in Table 500-6.

The percentage and grading of the coarse aggregates to be incorporated in the mastic asphalt depending upon the thickness of the finished course should be as specified in Table 500-40.

Table 500-40 : Grade and Thickness of Mastic Asphalt Paving and Grading of Coarse Aggregates

Application	Thickness Range (mm)	Nominal Size of Coarse Aggregate (mm)	Coarse Aggregate Content, % by Mass of Total Mix
Roads and bridge decks	25-50	13	40±10
Heavily stressed areas i.e. Junctions and toll plazas	40-50	13	45±10
Nominal size of coarse aggregate IS Sieve (mm)		13 mm Cumulative % passing by	
19		100	
13.2		88-96	
2.36		0-5	

Fine Aggregates : The fine aggregates shall be the fraction passing the 2.36 mm and retained on the 0.075 mm sieve consisting of crusher run screening, natural sand or a mixture of both. These shall be clean, hard, durable, uncoated, dry, and free from soft or flaky pieces and organic or other deleterious substances.

Filler : The filler shall be limestone powder passing the 0.075 mm sieve and shall have a calcium carbonate content of not less than 80 percent by weight when determined in accordance with IS:1514.

The grading of the fine aggregate inclusive of filler shall be as given in Table 500-41.

Table 50041 : Grading of Fine Aggregate (Inclusive of Filler)

IS Sieve	Percentage by weight of aggregate
Passing 2.36 mm but retained on 0.600 mm	0 — 25
Passing 0.600 mm but retained on 0.212 mm	10 — 30
Passing 0.212 mm but retained on 0.075 mm	10 — 30
Passing 0.075 mm	30 — 55

516.3 Mix Design

516.3.1 Hardness Number

The mastic asphalt shall have a hardness number at the time of manufacture of 50 to 70 at 25°C prior to the addition of coarse aggregate and 10 to 20 at 25°C at the time of laying after the addition

of coarse aggregate.

The hardness number shall be determined in accordance with the method specified in IS:1195-1978.

516.3.2 Binder Content

The binder content shall be so fixed as to achieve the requirements of the mix specified in Clause 516.3.1 and shall be in the range of 14 to 17 percent by weight of total mix as indicated in Table 500-42.

Table 500-42 : Composition of Mastic Asphalt Blocks without Coarse Aggregate

IS Sieve	Percentage by Weight of Mastic Asphalt	
	Minimum	Maximum
Passing 2.36 mm but retained on 0.600 mm	0	22
Passing 0.600 mm but retained on 0.212 mm	4	30
Passing 0.212 mm but retained on 0.075 mm	8	18
Passing 0.075 mm	25	45
Bitumen Content %/0 by mass	14	1 7

516.3.3 Job Mix Formula

The Contractor shall submit to the Engineer for approval at least one month before the start of the work the job mix formula proposed to be used by him for the work, indicating the source and location of all materials, proportions of all materials such as binder and aggregates, single definite percentage passing each sieve for the mixed aggregate and results of the tests recommended in the various Tables and Clauses of this Specification.

516.4 Construction Operations

516.4.1 Weather and Seasonal Limitations

The provisions of Clause 501.5.1 shall apply, except that laying shall not be carried out when the air temperature at the surface on which the Mastic Asphalt is to be laid is below 10°C.

516.4.2 Preparation of the Base

The base on which mastic asphalt is to be laid shall be prepared, shaped and conditioned to the profile required, in accordance with Clause 501 or 902 as appropriate or as directed by the

Engineer. in the case of a cement concrete base, the surface shall be thoroughly power brushed clean and free of dust and other deleterious matter. Under no circumstances shall mastic asphalt be spread on a base containing a binder which might soften under high application temperatures. If such material exists, the same shall be cut out and repaired before the mastic asphalt is laid.

516.4.3 Tack Coat

A tack coat in accordance with Clause 503 shall be applied on the base or as directed by the Engineer.

516.4.4 Preparation of Mastic Asphalt

Preparation of mastic asphalt consists of two stages. The first stage shall be mixing of filler and fine aggregates and then heating the mixture to a temperature of 170°C to 210°C. Required quantity of bitumen shall be heated to 170°C to 180°C and added to the heated aggregated. They shall be mixed and cooked in an approved type of mechanically agitated mastic cooker for some time till the materials are thoroughly mixed. Initially the filler alone is to be heated in the cooker for an hour and then half the quantity of binder is added. After heating and mixing for some time, the fine aggregates and the balance of binder are to be added and further cooked for about one hour. The second stage is incorporation of coarse aggregates and cooking the mixtures for a total period of 3 hours. During cooking and mixing care shall be taken to ensure that the contents in the cooker are at no time heated to a temperature exceeding 210°C.

Where the material is not required for immediate use it shall be cast into blocks consisting of filler, fine aggregates and binder, but without the addition of coarse aggregate, weighing about 25 kg each. Before use, these blocks shall be reheated to a temperature of not less than 175°C and not more than 210°C, thoroughly incorporated with the requisite quantity of coarse aggregates and mixed continuously. Mixing shall be continued until laying operations are completed so as to maintain the coarse aggregates in suspension. At no stage during the process of mixing shall the temperature exceed 210°C.

The mastic asphalt blocks (without coarse aggregate) shall show on analysis a composition within the limits as given in Table 500-42.

The mix shall be transported to the laying site in a towed mixer transporter having arrangements for stirring and keeping the mix hot during transportation.

516.4.5 Spreading

The mastic asphalt shall be laid, normally in one coat, at a temperature between 175°C and 210°C and spread uniformly by hand using wooden floats or by machine on the prepared surface. The thickness of the mastic asphalt and the percentage of added coarse aggregate shall be in accordance with Table 500-40 or as

specified by the Engineer. Where necessary, battens of the requisite dimensions should be employed. Any blow holes that appear in the surface shall be punctured while the material is hot, and the surface made good by further floating.

Laying surface over existing bridge deck : Before laying bitumen over existing bridge deck, the existing cross fall/camber, expansion joint members and water drainage spouts shall be carefully examined for their proper functioning in the bridge deck structure and any deficiency found shall be removed. Loose elements in the expansion joint shall be firmly secured. The existing wearing coat shall be removed, as per Clause 2809. The cracks in the concrete surface, if any, shall be repaired and filled up properly or replaced by new concrete of specified grade before laying the bitumen mastic over bridge deck.

Laying over new bridge deck : New concrete bridge deck which is not in camber/cross fall shall first be provided with required camber and cross fall by suitable concrete or bituminous treatment.

Treatment where mastic asphalt is laid over a concrete surface : In case of laying over concrete surface, following measures shall be taken

- 1) For proper bond with new concrete deck, surface shall be roughened by means of stiff broom or wire brush and it shall be free from ridges and troughs.
- 2) A thin bituminous tack coat (with bitumen of grade VG 30) shall be applied on the concrete deck before pouring mastic. The deck shall be dry. The quantity of bitumen for tack coat shall be as per Table 500-6.
- 3) After applying tack coat, chicken-mesh reinforcement of 1.5 mm dia steel wire with hexagonal or rectangular openings of 20-25 mm shall be placed and held properly in position on the concrete surface before pouring mastic.

516.4.6 Joints

All construction joints shall be properly and truly made. These joints shall be made by warming existing mastic asphalt by the application of an excess quantity of the hot mastic asphalt mix which afterwards shall be trimmed to leave it flush with the surfaces on either side.

516.4.7 Surface Finish

The mastic asphalt surface can have poor skid resistance after floating. in order to provide resistance to skidding, the mastic asphalt after spreading, while still hot and in a plastic condition, shall be covered with a layer of stone aggregate. This aggregate shall be 13.2 mm size (passing the 19.0 mm sieve and retained on the 6.7 mm sieve) or 9.5 mm size (passing the 13.2 mm sieve and retained on the 6.7 mm sieve) subject to the approval of the Engineer. Hard stone chips, complying with the quality requirements of Table 500-16, shall be precoated with bitumen at the rate of 2 ± 0.4 percent of VG 30 grade. The addition of 2 percent of filler complying with Table 500-9 may be required to enable this

quantity of binder to be held without draining. The chips shall then be applied at the rate of 0.005 cu.m per 10 sq.m and rolled or otherwise pressed into the surface of the mastic layer when the temperature of the mastic asphalt is not less than 100°C.

516.5 Opening of Traffic

Traffic may be allowed after completion of the work when the mastic asphalt temperature of the completed layer has cooled to the daytime maximum ambient temperature.

516.6 Surface Finish and Quality Control of Work

The surface finish of the completed construction shall conform to the requirements of Clause 902.

For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

The surface of the mastic asphalt, tested with a straight edge 3 m long, placed parallel to the centre line of the carriageway, shall have no depression greater than 7 mm. The same shall also apply to the transverse profile when tested with a camber template.

516.7 Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

516.8 Measurement for Payment

Mastic asphalt shall be measured as finished work in square metres at a specified thickness as stated in the Contract.

516.9 Rate

The contract unit rate for mastic asphalt shall be payment in full for carrying out the required operations including full compensation for all components listed under Clause 501.8.2.2.

Item no. 06 Providing and applying priming coat with emulsion SS1 grade at the rate of 7.50 kg/ 10 Sq.mt. including cost of asphalt and preparing the surface heating, and applying etc. complete.

502.1 Scope

This work shall consist of the application of a single coat of low viscosity liquid bituminous material to a porous granular surface preparatory to the superimposition of bituminous treatment or mix..

502.2 Materials

502.2.1 Primer: The choice of a emulsion bituminous primer shall depend upon the porosity characteristics of the surface to be primed as classified in IRC: 16 These are :

- (v) Surface of low porosity: such as wet mix macadam and water bound macadam.
- (vi) Surfaces of medium porosity; such as cement stabilized soil base,
- (vii) Surfaces of high porosity; such as a gravel base.

- **Primer viscosity :**

The type and viscosity of the primer shall comply with the requirements of IS 8887, as sampled and tested for bituminous primer in accordance with these standards. Guidance on viscosity and rate of spray is given in Table 500-1.

TABLE 500-1. VISCOSITY REQUIREMENT AND QUANTITY OF LIQUID BITUMINOUS PRIMER

Type of Surface	Kinematic Viscosity of Primer at 60° C (Centistokes)	Quantity of Liquid Bituminous Material per 10 Sq.M. (kg)
Low porosity	30 – 60	6 to 9
Medium porosity	70 – 140	9 to 12
High porosity	250 – 500	12 to 15

- **Choice of primer :** The primer shall be emulsion bitumen complying with IS 8887 of a type and grade as specified in the Contract or as directed by the Engineer. The use of medium curing cutback as per IS 217 shall be restricted only for sites at sub-zero temperatures or for emergency applications as directed by the Engineer.

502.3 Weather and Seasonal Limitations

Bituminous primer shall not be applied to a wet surface (see 502.4.2) or during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10° C. Surfaces which are to receive emulsion primer should be damp. But no free or

standing water shall be present.

Construction

502.5.1.1 Equipment :

The Primer distributor shall be a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures. Hand spraying of small areas. Inaccessible to the distributor, or as directed by the Engineer.

502.4.2 Preparation of road surface : The surface to be primed shall be prepared in accordance with Clauses **501.8** .

501.8 This work shall consist of preparing an existing granular surface and shall be performed on such widths and lengths as shown on the drawing or as directed by the Engineer

Immediately prior to applying the primer the surface shall be carefully swept clean of dust and loose particles, care being taken not to disturb the inter locked aggregate. This is best achieved when the surface layer is slightly moist (lightly sprayed with water and the surface allowed to dry) and the surface should be kept moist until the primer is applied.

502.4.3 Application of emulsion bituminous primer: The viscosity and rate of application of the primer shall be at rate of 7.5 Kg / 10 Sq.m. as directed. The bituminous primer shall be sprayed uniformly in accordance with Clause 501. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

502.4.4 Curing of primer and opening to traffic: A primed surface shall be allowed to cure for at least 24 hours or such other period as is found to be necessary to allow all the volatiles to evaporate before any subsequent surface treatment or mix is laid. Any unabsorbed primer shall first be blotted with an application of sand, using the minimum quantity possible. A primed surface shall not be opened to traffic other than that necessary to lay the next course. A very thin layer of clean sand may be applied to the surface of the primer, to prevent the primer picking up under the wheels of the paver and the trucks delivering bituminous material to the paver.

502.6 Quality Control of Work :

For control of the quality of materials supplied and the works carried out, the relevant provisions of Section 901 of MORT & H specifications shall apply.

502.6 Arrangements for Traffic

During construction operations, arrangements for traffic shall be made in accordance with the provisions of Clause 112 of MORT & H specifications.

502.7 Measurement for Payment

Prime coat shall be measured in terms of surface area of application in square meters.

Item no. 07 Providing & filling in foundation with ordinary cement concrete M 15 mix and providing necessary vertical pin headers including formwork vibrating ramming & curing complete.

Ordinary cement concrete of specified Grade shall be carried out in accordance with the following specification.

1. In case of ordinary concrete, mix is not required to be designed by preliminary tests and proportions of cement, fine aggregates and coarse aggregates are specified by volume as given in table below for different grades of concrete designated as ordinary M. 100, M. 150, M.200 and M.250.
2. In the designation of a concrete mix, letter "M" refers to the mix and the number the specified 28 days works cube compressive strength of that mix on 150 mm. cubes expressed in kg/cm².
3. The ordinary concrete mix shall generally be specified by volume. For cement which normally comes in bags and is used by weight, volume shall be worked out taking 50 kg. of cement as 0.035 cubic meter in volume. While measuring aggregate by volume, shaking, ramming or hammering shall not be done. Proportioning of sand shall be as per its dry volume. In case it is dump, allowance for "bulking" shall be made as per IS : 2386 (Part-III).
4. Ingredients required for ordinary concrete containing one 50 Kg. bag of cement of different proportions of mix shall be as given in Table below.

TABLE

Grade of Concrete	Mix By Volume	Total Quantity of dry aggregates by volume per 50 Kg. of cement, to be taken as sum of the individual volumes of fine and coarse aggregates max	Proportion of fine aggregate to coarse aggregate	Quantity of water per 50 kg. of cement max.
1	2	3	4	5
(1 Cubic meter = 1000 Litres)				
Ordinary	Litres			Litres
M.100	1:3:6	300	General 1:2 for fine aggregate to coarse aggregate by volume but subject to a upper limit of 1:1. ½ & a lower limit of 1:3	34
M.150	1:2:4	220		32
M.200	1:1.1/2:3	160		30
M.250	1:1:2	100		27

NOTE- The proportions of the aggregates shall be adjusted from upper limit to lower limit progressively as the grading of the fine aggregates becomes finer & the maximum size of coarse aggregate becomes larger.

Example- For an average grading of fine aggregate (that is Zone II of IS : 383-1963) the proportions shall be 1: 1 1/2, 1:2 and 1:3 for maximum size of aggregates 10 mm, 20 mm and 40 mm respectively (after carrying out sieve analysis).

Note-2 A mix leaner than M.100 (1:3:6) may be used for non- structural parts, if provided in the contract. In such case grading of aggregates shall be by volume. Other requirements for mixing, placing & curing shall be the same.

5. Following shall be the maximum nominal size of coarse aggregate for the different items of work:

Sr. No.	Item of Construction	Maximum nominal size of Coarse aggregate
(i)	R.C.C. well curb. R.C.C. well staining and R.C.C. Piles	40 mm
(ii)	R.C.C. well steining	63 mm
(iii)	Well cap or pile cap; solid type piers, abutment and wing-walls, and their pier caps	40 mm
(iv)	R.C.C. works in cross girders deck slab, wearing coats, kerb, light posts, blast walls, approach slab etc. and hollow type piers, abutments, wing-walls and their pier caps	20 mm
(v)	R.C.C. bearings.	20 mm
(vi)	For any other item of construction not covered by items (i) to (v)	As specified on the drawing or as desired by the Engineer-In-charge in case it is not specified on drawing.

6. For heavily reinforced concrete members as in the case of ribs of main beams nominal maximum size of aggregate shall usually be restricted to 5 mm. less than the minimum lateral clear distance between the main bars or 5 mm. less than the minimum cover to the reinforcement, whichever is the smaller.
7. Fine aggregate shall be clean, hard, coarse sand. It shall be free from dust and such other substances. The sand be got approved by the Engineer-in-charge.
8. All materials shall be stored as to prevent their deterioration or intrusion of their quality and fitness for the work. Any material which has deteriorated or has been damaged or is otherwise considered defective by the Engineer-in-charge shall not be used in the works.

9. Cement shall be stored above the ground level in perfectly dry and water tight sheds. Wherever bulk storage containers are used, their capacity should be sufficient to cater to the requirements at site and should be cleaned at least once every 3 to 4 months. The aggregate shall be stored in such a way as to prevent admixture of foreign materials. Different size of fine or coarse aggregate shall be stored in separate stock-piles sufficiently away from the each other to prevent intermixing the materials.
10. The water for mixing shall be potable water to satisfaction of the Engineer-in-charge. The quantity of water shall be just sufficient to produce a dense concrete of required workability for the job.
11. For all work concrete shall be mixed in a mechanical mixer which along with other accessories shall be kept in first class working condition and so maintained throughout the construction. Mixing shall be continued till materials are uniformly distributed and uniform colour of the entire mass is obtained and each individual particle of the coarse aggregate show complete coating of mortar containing its proportionate amount of cement. In no case shall the mixing be done for less than 2 minutes after all ingredients have been put into the mixer.
12. When hand mixing is permitted by the Engineer-in-charge for small jobs or for certain other reasons. It shall be done en a smooth watertight platform large enough to allow efficient turning over of the ingredients of concrete before and after adding water. Mixing platform shall be so arranged that no foreign material shall get mixed with concrete nor does the mixing water flow out. Cement in required number of bags shall be placed in a uniform layer on top of the measured quantity of fine and coarse aggregate, which shall also be spread in a layer of uniform thickness on the mixing platform. Dry coarse and fine aggregate and cement shall then be mixed thoroughly by turning over to get a mixture of uniform colour. Enough water shall then be added gradually through a rose can and the mass turned over till a mix of required consistency is obtained. In hand mixing quantity of cement shall be increased by 10 per cent above that specified.
13. Mixers which have been-out of use for more than 30 minutes shall be thoroughly cleaned before putting in a new batch. Unless otherwise agreed to be the Engineer-in-charge, the first batch of concrete from the mixer shall contain only two thirds of normal quantity of coarse aggregate. Mixing plant shall be thoroughly cleaned before changing from one type of cement to another.
14. The method of transporting and placing concrete shall be approved by the Engineering-in-charge. Concrete shall be so transported and placed that no contamination, segregation or loss of its constituent material takes places. All form work and reinforcement contained in it shall be cleaned and made free from standing water, dust, snow or ice immediately before placing of concrete. No concrete shall be placed in any part of the structure until the approval of the Engineer-in-charge has been obtained.
15. If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again from the Engineer-in-charge. Concreting being given, it shall proceed continuously over the area between construction joints. Fresh concrete shall not be placed against concrete which has

been in position for more than 30 minutes unless a proper construction joint is formed. Concrete shall be compacted in its final position within 30 minutes of its discharge from the mixer unless carried in properly design agitators, operating continuously, when this time shall be within 2 hours of the addition of cement to the mix and within 30 minutes of its discharge from the agitator. Except where otherwise agreed to be the Engineer-in-charge, concrete shall be deposited in horizontal layers to a compacted depth of no more than 0.45 meter when internal vibrators are used and not exceeding 0.30 meter in all other cases.

16. Unless otherwise agreed to by the Engineer-in-charge concrete shall not be dropped into place from a height exceeding 2 meters. When trucking or chutes are used they shall be kept clean and used in such a way as to avoid segregation. When concreting has to be resumed on a surface which has hardened, it shall be roughened, swept, clean, thoroughly wetted and covered with a 13 mm. thick layer of mortar composed of cement and sand in the same ratio as in the concrete mix itself. This 13 mm. layer of mortar shall be freshly mixed and placed immediately before placing of new concrete. Where concrete has not fully hardened, all laitance shall be removed by scrubbing the well surface with wire or bristle brushes, care being taken to avoid dislodgement of any particles of coarse aggregate. The surface shall then be thoroughly wetted, all free water removed and then coated with neat cement grout. The first layer of concrete to be placed on this surface shall not exceed 150 mm. in thickness, and shall be well rammed against old work particular attention being given to corners and close spots.
17. All concrete shall be compacted to produce a dense homogeneous mass with the assistance of vibrators, unless otherwise permitted by the Engineer-in-charge for exceptional cases, such as concreting under water, where vibrators cannot be used. Sufficient vibrators in serviceable condition shall be kept at site so that spare equipment is always available in the event of break downs.
18. Immediately after compaction, concrete shall be protected against harmful effects of weather, including rain, running water, shocks, vibration, traffic, rapid temperature changes, frost and driving out process. It shall be covered with wet sacking, hessian or other similar absorbent material approved by the Engineer-in-charge soon after the initial set, and shall be kept continuously wet for a period of not less than 14 days from the date of placement. Masonry work over the foundation concrete may be started after 48 hours of its laying but the curing of concrete shall be continued for a minimum period of 14 days from work shall include all temporary or permanent forms required for forming the concrete, together with all temporary construction required for their support. Form work shall however be divided into following two distinct categories :-
 - (1) Shuttering i.e., form work required for forming the concrete.
 - (2) Scaffolding i.e., form-work required for supporting shuttering.Forms for shuttering shall be constructed only in metal suitably lined. Forms for scaffolding shall be constructed of metal or timber. Both shuttering and scaffolding shall be or substantial-rigid

- construction and shuttering shall be true to shape and dimensions shown on the drawings. All bolts and rivets shall be counter-sunk and well ground to provide a smooth, plane surface.
19. Forms shall be mortar-tight and shall be made sufficiently rigid by the use of ties and bracings to prevent any displacement or sagging between supports, They shall be strong enough to withstand all pressure, ramming and vibration, without deflection from the prescribe lines occurring during and after placing the concrete. Screw jacks or hard wood wedges where required shall be provided to make up any settlement in the formwork either before or during the placing of concrete. Suitable camber shall be provided in horizontal members of structure, especially in long spans to counteract the effects of any fixed as to provide for such camber. Forms shall be so constructed as to be removable in sections in the desired sequence, without damaging the surface of concrete or disturbing other sections. Unless otherwise specified or directed, chambers or fillets of sizes 25 mm x 25 mm shall be provided at all angles of formwork to avoid sharp corners.
 20. The inside surfaces of shuttering shall, except in the case of permanent form work or where otherwise agreed to by the Engineer-in- charge, be coated with an approved material to prevent adhesion of concrete to the form work. Release agents shall be applied strictly in accordance with the manufacturer's instructions and shall not be allowed to come into contact with any reinforcement or pre-stressing tendons and anchorages. Different release agents shall not be used in form work for concrete which will be visible in the finished works.
 21. Special measures shall be taken to ensure that the form work does not hinder the shrinkage of concrete because without these cracking could occur before formwork is removed. Wherever applicable arrangements must be made to ensure that the form work does not restrain the shortening and hogging of the beams or slabs during tensioning of the tendon's. The form work should take due account of the calculated amount of positive or negative camber so as to ensure the correct final shape of the structures having regard to the deformation of a false work, scaffolding or propping and the instantaneous or deferred deformation due to various causes affecting pre-stressed structures. Where there are re-entrant angles in the concrete sections the form work should be removed, at those sections as soon as possible after the concrete has set in order to avoid cracking due to shrinkage of concrete. Formwork shall be tight enough to prevent any appreciable loss of cement during vibrations; suitable tolerances should be provided in the formwork. Immediately before concreting all forms shall be thoroughly cleaned. Contractor shall give the Engineer-in-charge due notice before pouring any concrete in the forms to permit him to inspect and accept the false work and forms as to their strength alignment and general fitness, but such inspection shall not relieve the contractor of his responsibility for safety of men, machinery, materials and for results obtained.
 22. The Engineer- in-charge shall be informed in advance by the contractor of his intention to strike any formwork. While fixing the time for removal of formwork, due consideration shall be given to local conditions, character of the structure, the weather and other conditions that influence the setting of concrete and of the materials used in the mix. Where field operations are controlled by strength tests of concrete, the removal of the load-supporting or soffit forms may commence when

concrete has attained strength equal to at least twice the stress to which the concrete will be subjected at the time of striking props including the effect of any further addition of loads. When field operations are not controlled by strength tests of concrete the vertical forms of beams, columns and walls may be removed after 2 days. The props of slabs and beams may be removed after 14 and 21 days respectively. All formwork shall be removed without causing any damage to the concrete. Centering shall be gradually and uniformly lowered in such a manner as to permit the concrete to take stresses due to its own weight uniformly and gradually. Where internal metal ties are permitted, they or their removable parts shall be extracted without causing any damage to the concrete and remaining holes filled with mortar. No permanently embedded metal part shall have less than 25 mm. cover to the finished concrete surface. Where it is intended to reuse the formwork, it shall be cleaned and made good to the satisfaction, of the Engineer-in-charge.

23. Immediately after the removal of forms, all exposed bars or bolts passing through the Cement concrete member and used for shuttering or any other purpose shall be cut inside the cement concrete member to a depth of at least 25 mm. below the surface of the concrete and the resulting holes be filled by cement mortar. All fins caused by form joints, all cavities produced by the removal of form ties and all other holes and depressions, honey comb spots, broken edges or corners and other defects, shall be thoroughly cleaned, saturated with water and carefully pointed and rendered true with mortar of cement and fine aggregate mixed in the proportions used in the grade of concrete that is being finished and of as dry as consistency as is possible to use. Considerable pressure shall be applied in filling and pointing to ensure thorough filling in all voids. Surfaces which have been pointed shall be kept moist for a period of twenty four hours. If rock pockets/honeycombs, in the opinion of the Engineer-in-charge are of such an extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement, he may declare the concrete defective and require the removal and replacement of the portions of the structure affected.
24. In the case of reinforced concrete work workability shall be such that the concrete surrounds and properly grips all reinforcement. The degree of consistency, which shall depend upon the nature of work and methods of vibration of concrete shall be determined by regular slump tests. Following slump shall be adopted for different types of works.

Type of Work		Slumps	
		Slump where vibrator is used	Slump where vibrator is not used
1	Mass concrete in RCC foundations, footings and retaining walls.	10 mm to 25 mm	80 mm
2	Beams, slabs and columns simply reinforced.	25mm to 40 mm	100 to 90 mm
3	Thin R.C.C. section or congested steel.	40 mm to 50 mm	125 to 150 mm

25. Works strength tests shall be made in accordance with IS : 516. Each test shall be conducted on ten specimens, five of which shall be tested at seven days and the remaining five at 28 days. The samples of concrete shall be taken on each day of concreting and cubes shall be made at

- the rate of one for every 5 cubic meter of concrete or a part thereof. However, if concreting done in a day is less than 15 cubic meter, the minimum number of cubes can be reduced to 6 with the specific permission of the Engineer-in-charge. Similar works tests shall be carried out whenever the quality and grading of materials is charged irrespective of the quantity of concrete poured. The number of specimens may be suitably increased as deemed necessary by the Engineer-in-charge when procedure of tests given above reveal a poor quality of concrete and in other special cases.
26. The average strength of the group of cubes cast for each day shall not be less than the specified works cube-strength. 20 per cent of the cubes cast for each day may have values less than the specified strength, provided the lowest value is not less than 85 per cent of the specified strength.
 27. R.C.C. work shall have exposed concrete surface. Centering design and its erection shall be approved by The Engineer-in-charge. One carpenter with helper will invariably be kept present throughout the period of concreting. Movement of labour and other persons shall be totally prohibited over reinforcement laid in position. For access to different parts, suitable mobile platforms shall be provided so that steel reinforcement in position is not disturbed. For ensuring proper cover, mortar blocks of suitable size shall be cast and tied to the reinforcement. Timber, kapchi or metal pieces shall not be used for this purpose. Concreting of important structural members shall always be done in the presence and under the supervision of departmental person not below the rank of Asstt. Engineer/Addl.Asstt.Engineer, Overseer or as instructed by the Engineer-in-charge. After removal of form work checks that concrete produced is of good quality plastering shall not be allowed to the exposed faces of concrete.
 28. In reinforced concrete the volume occupied by reinforcement shall not be deducted. The slab shall be measured as running continuously through and the beam as the portion below the slab.
 29. All necessary labour, materials, equipment, etc., for sampling, preparing test cubes, curing etc., shall be provided by the Contractor. Testing of the materials and concrete may be arranged by the Engineer-in-charge in an approved laboratory at the cost of the contractor.
 30. The payment will be made on cumt. basis of the finished work.
 31. The unit rate for concrete shall include the cost of all materials, labour, tools and plan required for mixing, placing in position, vibrating and compacting finishing as-per directions of the Engineer-in-charge, curing and all other incidental expenses for producing concrete of specified strength to complete the structure or its components as show on the drawings and according to these specifications. The rate shall also include the cost of making/fixing and removing of all centers and forms required for the work.

Item no.08: Providing and casting in-situ controlled cement concrete of M35 grade for RCC work for pier & abutment foundations with 20/40mm down coarse aggregate of the required size for any depth including dewatering, scaffolding centring, shuttering, mixing, placing in position, consolidating with mechanical vibrators, curing, deshuttering carefully, making good the damages, fixing embedment, inserts, pockets, wherever necessary as per specification and drawing.

This work shall consist of providing and casting in situ controlled cement concrete M 350 grade for foundation shall be carried out as per relevant detailed specification of **Item No. 03** of this

contract.

Formwork, concrete and reinforcement for piers shall conform to relevant sections of these specifications. In case of concrete piers, the number of horizontal construction joints shall be kept minimum. Construction joints shall be avoided in splash zones unless specifically permitted by the Engineer and provided they are treated in accordance with special provisions. No vertical construction joint shall be provided. The work shall conform strictly to the drawings or as directed by the Engineer.

In case of tall piers use of slip form shall be preferred. The design, erection and raising of slip form shall be subject to special specifications which will be furnished by the Contractor. The concrete shall also be subject to additional specifications as necessary. All specifications and arrangements shall be subject to the approval of the Engineer.

The surface of foundation shall be scrapped with wire brush and all loose materials removed. In case reinforcing bars projecting from foundations are coated with cement slurry, the same shall "be removed by tapping, hammering or wire brushing. Care shall be taken to remove all loose materials around reinforcements. Just before commencing masonry or concrete work, the surface shall be thoroughly wetted.

The item shall be measured & paid as finished work in Cum.

Item no.09: Providing, fixing and maintaining MS fabricated traffic barricading of 2.50m height on either side of the carriage way / portion of the carriage way closed to the traffic including provision of all sign boards/ bollards and warning lights etc. as per the Engineer in charge.

Providing, fixing and maintaining MS fabricated traffic barricading of 2.50 m height on either side of carriage way closed to the traffic including provision of all sign board/bollards and warning lights etc. as per direction of Engineer in charge at site. Rate is inclusive of all labour, materials, tools and plants, taxes, lead & lift and transportation, erection and dismantling etc. Nothing extra shall be payable other than the rate quoted by the contractor.

The barricading shall be got erected just prior to commencement of the work and will remain erected till the work is completed in all respect or as decided by Engineer in charge at site.

The length of barricading shall be decided by Engineer in charge/Site Supervisor at site and shall be final and binding. The design of barricading shall be as approved by competent authority / Engineer in charge.

Measurement shall be for the finished item. Nothing extra shall be payable for overlapping. However, overlapping has to be provided so that GI sheets perfectly anchor to each other.

After completion of the work, all the material utilized in barricading shall be the contractor's property, however, nothing extra shall be paid for transporting including loading and unloading.

Before erection, the material utilized for barricading shall be got approved by the DFCCIL supervisor at site.

Rate is also inclusive of PCC meant for insertion of MS pipe. However, PCC shall not be done in the grade lower than 1:2:4 mix.

Quantity shown above is approximate; however, actual length of barricading may differ as per the site condition. Whatever length of barricading is decided by Engineer in charge/Site supervisor shall be provided by the contractor.

PART- III

CHAPTER I

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

PART- III
CHAPTER I

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 indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Deleted
Form No.10	Deleted
Form No.11	Deleted
Form No.12	Deleted
Form No.13	Deleted
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. MUM/N/EN/ Service Road of ROB's/LC-66 & 68

NAME OF WORK:- Construction of Service road and Diversion road at LC No. 66 at IR chainage 143/30-32 between Bordi and Umbergaon stations and at LC No.68 at IR chainage 149/22-24 between Sanjan and Bhilad stations of Vaitarna - Surat section of Mumbai division of Western Railway.

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

.....

FORM No. 2**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

FORM No. 2A

TECHNICAL ELIGIBILITY CRITERIA DETAILS**Details of the similar works completed (as per Para 1.3.13 (i) of Preamble and General Instructions to Tenderers)**

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

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

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

Details of contractual payments (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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status. 2. 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")

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

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

FORM No. 5
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 ROB's (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 ROB's (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

_____ Name

on behalf of the Contractor in the

on behalf of the Employer in the

presence of: _____

presence of: _____

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

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 made on us in writing on or before _____ we, shall be discharged from our liabilities under this guarantee thereafter.

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

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

Witness:

1. _____

2. _____

FORM No. 7

SAMPLE
STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

We, M/s _____ 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.

FORM No. 8**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

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 _____
9. Reasons for:
 - (a) refusal to grant certificate, or _____
 - (b) revoking the Certificate _____

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

Signature or Left Hand
Thumb Impression of the
person Examined

Signature of Certifying Surgeon

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

FORM No. 16
Registered Acknowledgement Due

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

FORM No. 17

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE
DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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