



**Tender No. TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE-CONNECTION**

**For**

**P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway.**

**E-TENDER DOCUMENT  
TECHNICAL BID  
PACKET-A  
JANUARY-2020**

**Employer:  
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)  
Under  
MINISTRY OF RAILWAYS**

**AGRA OFFICE: -**

Chief General Manager/Tundla/DFCCIL,  
3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi,  
Near Tulsi Cinema, NH-02,  
Agra -282002

**CORPORATE OFFICE: -**

DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex,  
New Delhi-110001.

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# NOTICE INVITING E-TENDER

## **PART - I**

### **Chapter - I**

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

**No: TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE-CONNECTION**

**DATE: 25.01.2020**

#### **NOTICE INVITING E-TENDER** **National Competitive Bidding**

**Dear Sirs,**

**P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway.**

- 1.1.1 Chief General Manager/TUNDLA, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3<sup>rd</sup> Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002, India, invites E-tenders on two packet system on prescribed forms from firms / Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

Tender No.	<b>TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE-CONNECTION DATE: 25.01.2020</b>
Name of Work	<b>P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC &amp; in between CNB-TDL-GZD Section of North Central Zonal Railway.</b>
Employer	Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3 <sup>rd</sup> Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P.
Type of Tender	Open E-Tender (Single stage two packet)
Type of Contract	Works Contracts
Estimated Cost	₹ 113986486.32/-
Completion Period	3 Months

Signature of tenderer (s)  
with seal

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Earnest Money Deposited (EMD)	₹ 2279723/-
Cost of Tender Document	₹ 11800/- Rs.(10000 + 18% GST)
Tender processing fee	₹ 8,850/- (₹ 7,500 + 18% GST)
E-tendering website	<a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> Help: Please contact Tender wizard helpdesk at 011-49424365,+91-9599653865
Date of uploading of NIT & Bid documents(online publishing date)	On Date 27.01.2020
Date of document download/Sale (Online)	From Date 27.01.2020
Issue of Corrigendum, if any	On or before last three days from last date of submission (on <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> , <a href="http://dfccil.com">dfccil.com</a> )
Date & Time of Submission of Tender	On or before date 28.02.2020 and time up to 15:00 hrs
Last date of submission of EMD, tender document cost	On or before date 28.02.2020 and time up to 15:00 hrs
Date & Time of Opening of Tender	On date 28.02.2020 and time 15:30 hrs
Validity of Offer	120 days
Retention Money	5% of Contract value
Performance Bank Guarantee	Performance Guarantee (PG) have to submit within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 16.4 of GCC

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

1.1.3 Tender document can be downloaded from DFCCIL's website [www.dfccil.com](http://www.dfccil.com), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) & Central Procurement portal <https://eprocure.gov.in>. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall summarily be rejected.

1.1.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on DFCCIL's website: [www.dfccil.com](http://www.dfccil.com), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) & Central Procurement portal <https://eprocure.gov.in> at least three days in advance of date of opening of tender. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted along with the submission of tenders.

1.1.5 The tender documents shall be submitted in online mode only through website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) in two bids only viz Packet - A containing TECHNICAL BID and Packet B containing FINANACIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid.

Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedules "A" & "B" duly filled in along with Schedule of Prices (Form - 4) are to be submit online mode only in "Financial Bid". Bidder shall submit the EMD & Tender documents cost (as mentioned in clause 1.3.8 & 1.3.4.3 of preamble & general instructions to tenderer, Part I, Chapter III) in DFCCIL Bank Account as mentioned below through net banking or payment gateway (Online Mode only) On or before schedule date & time of submission of bid. The proof of submission of EMD & Tender documents cost should be uploaded / attached along with Bid/offer document. Financial Bid (as specified in "Financial Bid" in Tender Document) duly filled in is to be uploaded in "Financial packet". The rates must be filled after downloading the financial bid document in the prescribed format from the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank: -Union Bank of India, Kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.

IFSC code: - UBIN0561657

1.1.6 To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.

Obtain Class-III Digital Signature Certificate from ITI Ltd. or any other digital signature issuing authority. In case, bidders wish to obtain the digital signature certificate from ITI Ltd., they may contact Mobile No. 09599653865 (Mr. Suraj Singh).

- 1.1.7 Tenders shall be opened at the address given below on dated 28.02.2020 at 15:30 hours in the presence of the tenderers or their authorized representatives intending to attend the opening. Address of Office of the Chief General Manager/ TDL (for opening of tenders): - Chief General Manager/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of E-tendering. The sequence of opening shall be:
- i) Earnest Money Deposit(EMD)
  - ii) Technical offer.
  - iii) Financial offer. (after scrutiny of Technical Bid)
- 1.1.8 Tender shall be submitted as per “General Instruction to Tenderers” forming as part of the complete tender documents.
- 1.1.9 Any tender received without Earnest money and cost of tender documents from such bidders who are not registered under MSEs (in case of downloaded tenders) in the form as specified in the tender documents shall not be considered and shall be summarily rejected.
- 1.1.10 DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderers shall be forfeited. The decision of DFCCIL in this regards shall be final and binding.
- 1.1.12 DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 1.1.11 of Notice Inviting Tender.
- 1.1.13 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.14 The validity of offer shall be 120 days from the date of opening of the tender.

- 1.1.15 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from DFCCIL website: [www.dfccil.com](http://www.dfccil.com) by them.
- 1.1.16 Tenderers must read all instructions regarding E-tendering process as mentions in PREAMBLE & GENERAL INSTRUCTION TO TENDERERS Part I, Chapter III.
- 1.1.17 Tenderers are advised to regular visit the DFCCIL website for information regarding tender. Corrigendum, addendum (if any) will be uploaded on DFCCIL website.

**Chief General Manager/TDL  
For & on behalf of DFCCIL**



# **GENERAL INFORMATION / DATA SHEET**

**PART - I**  
**Chapter - II**

**GENERAL INFORMATION / DATA SHEET**

TENDER NOTICE NO	<b>TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE- CONNECTION DATE: 25.01.2020</b>
Name of the work	<b>P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC &amp; in between CNB-TDL-GZD Section of North Central Zonal Railway.</b>
(a) Tender Value	₹ 113986486.32/-
(b) Completion Period	3 months
(c) Earnest Money	₹ 2279723/-
(d) Date and Time of Issue of Tender	From 27.01.2020
(e) Last date and Time of submission of Tender	28.02.2020 upto 15:00hrs
(f) Date and Time of Opening of Tender (Technical bid - Packet A)	On 28.02.2020 at 15:30hrs
(g) Validity of offer	120 days
(h) Retention Money / Security Deposit	5 % of Contract Value
(i) Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 30(thirty) days from the date of issue of Letter of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 16.4 of GCC

# **PREAMBLE & GENERAL INSTRUCTION TO TENDERERS**

## **PART - I**

### **Chapter- III**

#### **PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS**

##### **1.3.1 Introduction**

##### **(i) General**

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

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

##### **(ii) Eastern Dedicated Freight Corridor**

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

EDFC-1 section is between Bhaupur & Khurja section of NCR Railway and have permanent connection at Bhaupur and Khurja station of IR with New Bhaupur & New Khurja station of DFCCIL. Presently at present DFCC DN line at New Bhaupur has been connected with the DN loop line of IR Bhaupur station. In the proposed work DFCC line has to be connected with UP loop line at IR Bhaupur station.

##### **(iii) General instructions (for on line tendering system)**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. An E-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of E-tendering which can be accessed on <http://www.tenderwizard/DFCCIL>. (Refer in the BID DOCUMENTS)

Words in capital and not defined in this document shall have the same meaning as in "BID DOCUMENTS".

Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

**A) Accessing/purchasing of bid documents:**

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in E-tendering of DFCCIL.

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL> . The Bidder can now pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same. Validity of online registration is one year.

The BID DOCUMENTS can be viewed /downloaded from the Tender Wizard free of cost till one day prior to last date of submission of the Application upto 15.00 hrs.

Following may be noted: -

- (a) Bids can be submitted only during the validity of registration with the Tender Wizard.
- (b) The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the DFCCIL website.
- (c) Registration with the [tenderwizard.com](http://tenderwizard.com) should be valid at least upto the date of submission of bid.

To participate in bidding, Bidders have to pay a sum of 11800/- (Rs. Eleven Thousand Eight Hundred only) as a cost of the BID DOCUMENTS process (non-refundable) (as mentioned in clause 1.3.4.3 of preamble & general instructions to tenderer, Part I, Chapter III) in DFCCIL Bank Account as mentioned below through net banking or payment gateway (Online Mode only) On or before schedule date & time of submission of bid. The proof of submission Tender documents cost should be uploaded/attached along with Bid/offer document. Amount of 7,500/- +GST as applicable towards Application processing fee (non-refundable) shall be paid to M/s ITI Ltd. towards Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need

for physical submission of Demand Draft for the same. If the Bidder has already registered with the Tender Wizard and validity of registration has not expired, then such Bidder does not require fresh registration.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR  
Name of Bank: - Union Bank of India, kamla Nagar, Agra.  
Account Number: - 302601010780193  
Type of account: - Current Account.  
IFSC code: - UBIN0561657

**B) Preparation & submission of applications:**

Detailed BID DOCUMENTS may be downloaded from Tender Wizard and the Bid may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for E-tendering system is also available on Tender Wizard.

**Only Electronic Form (to be uploaded on the Tender Wizard)**

Submission of Financial & Technical bid in prescribed Format in ON LINE MODE ONLY. No other mode of submission accepted.

**C) Document should be uploaded on the Tender Wizard side (On line mode only)**

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of Consortium/JV;
- (c) An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- (d) SUBMISSION OF FIRMS CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- (e) SUBMISSION OF TECHNICAL PROPOSAL CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- (f) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (g) Technical Bid Packet-A, Financial Bid Packet-B and other relevant documents
- (h) Copy of the Joint Bidding Agreement, in case of a Consortium;
- (i) Memorandum of Understanding (in case of JV) as per Appendix N.
- (j) Contractor shall submit cost of BID DOCUMENTS of 11800/- (Rs. Eleven Thousand Eight Hundred only)), as mentioned in clause 1.3.4.3 of preamble & general instructions to tenderer, Part I, Chapter III) through net banking or payment gateway in DFCCIL Bank Account as mentioned below (Online Mode only) On or before schedule date & time of submission of bid.

The proof of submission Tender documents cost should be uploaded/attached along with Bid/offer document.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd,  
KANPUR

Name of Bank: -Union Bank of India, Kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.

IFSC code: - UBIN0561657

- (k) Application processing fee of ₹ 8,850/- (Rupees Eight Thousand Eight Hundred Fifty only) shall be paid to M/s. ITI Limited through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same.
- (l) Bidder shall give an undertaking on the letter head of firm that “bidder have studied all tender documents including addendums / corrigendums and all drawings carefully for this work. Bidder accepts all terms & conditions and specifications mentioned in tender documents including addendums / corrigendums and drawings”.

**D) Modification / Substitution / Withdrawal of bids:**

- (i) The Bidder may modify, substitute or withdraw its E- bid after submission. Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from E-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at E-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

**E) Opening and evaluation of bids:**

- (i) Opening of Bids will be done through online process.
- (ii) 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 the same, the bid shall be considered non-responsive.

The Authority shall open bid documents received in electronic form at 15:30 hours Indian Standard Time on the Bid due date i.e. in the presence of the Bidders who choose to attend. This Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

The Financial Proposal will be opened of the pre-qualified and short listed Bidders. The date of opening of Financial Proposal will be notified later on.

### **DISCLAIMER**

The Bidder must read all the instructions in the BID DOCUMENTS and submit the same accordingly.

#### **F) Online E-Bidding Methodology:**

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time.

#### **G) Broad outline of activities from Bidders perspective:**

- i. Procure a Digital Signing Certificate (DSC)
- ii. Registration Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender(NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS– Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS: Prepare & arrange all document/paper for submission of bid online and tender fees & EMD deposit on offline.
- viii. Attend Public Online Tender Opening Event (TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS

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

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. Financial Bid & Technical Bid duly filled in is to be uploaded in “Financial Offer & Technical Eligibility”. The rates must be filled after downloading the financial bid



document in the prescribed format from the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). The financial & Technical bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

***The name of the downloaded files i.e. 'Technical\_Bids.xls' & 'Financial\_Bids.xls' should not be changed.***

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical document through digital signature would first be uploaded in 'Document Library' and after that, attach entire tender document in the particular tender.

#### **H) Digital Certificates:**

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

#### **I) Registration:**

The Tender document can be downloaded from the website: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and to be submitted in the e-format. Cost of the Tender Document and Bid Security/EMD have to be submitted to DFCCIL bank account as mentioned below through net –banking or payment gateway (Online Mode only) on or before the scheduled date and time of submission of Bid, otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

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

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

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank: -Union Bank of India, Kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.

IFSC code: - UBIN0561657

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as mentioned NIT) to get your registration accepted/activated.

**(iv) Scope of Work**

On behalf of President of India, Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi Near Tulsi Cinema, NH-02, Agra -282002 India herein after referred to as 'DFCCIL' is inviting open E-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway.

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

- (a) Linking of track of UP loop line of IR Bhaupur station to New Bhaupur station of DFCCIL as per specification.
- (b) Providing, laying & linking of PSC sleepers for 60 kg rail BG track.
- (c) Providing, Spreading & laying of ballast on formation in depth 300 mm in layers with consolidation.
- (d) Providing, assembly & linking of SEJ and Turnouts as per specifications.
- (e) Three round packing of track & turnouts.
- (f) Making the track fit for 25 ton axel load & speed of 100 KMPH.
- (g) Preparation of Quality Assurance Plan (QAP) for SEJ, Turnouts, Line Sleepers and special sleepers for SEJ & Turnouts.
- (h) Making any temporary work for the purpose or arranging any temporary land for the working or stacking of materials of contractor
- (i) Other miscellaneous works

(vi) **Cost of the work:** The estimated cost of the tendered work is Rs. 113986486.32 (Rupees Eleven Crores Thirty Nine Lacs Eighty Six Thousand Four Hundred Eighty Six and Thirty Two paisa only).

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

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

(viii) **Location**

Works are to be executed between New Bhaupur station of DFC & Bhaupur station of IR under the jurisdiction of Allahabad Division of North Central Railway. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

### 1.3.2 (a) **Tender Bid**

The Tender Bid shall be submitted **through online only on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)** as under:-

#### **Packet -A**

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i), here in after called "TECHNICAL BID "

#### **Packet- B**

Price elements of the Tender Bid as per para 1.3.2 (b) (ii), herein after called "FINANCIAL BID". The TECHNICAL BID (Packet-A) shall be opened on the date of tender opening and the detailed scrutiny of TECHNICAL BID shall be carried out. The "FINANCIAL BID" (Packet-B) shall be opened only of those tenderers who qualify in "Technical bid". The detailed procedure for tender opening and processing is given in Para 1.3.5.

### 1.3.2 (b) Form of Tender

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

"Packet-A "containing technical bid and "Packet-B "containing financial bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Summary of Prices and Schedule of Prices are to be uploaded in "TECHNICAL BID" i.e. Packet-A. Summary of Prices and Schedule of Prices with percentage above /below / at par duly filled in are to be submitted in "FINANCIAL BID".

#### (i) Documents to be enclosed with the TECHNICALBID (Packet- A):-

S. No.	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With para1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A,2B&2C
(3)	Earnest money in accordance with Para 1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para1.3.4.3 of Preamble and General Instructions to Tenderers in an envelope.	
(4)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Preamble and General Instructions to Tenderers.	

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

S. No.	Description	Documents
(1)	Summary of Prices, Schedule of Prices & Total Prices	Form No.3 & 4

**Tenders not uploaded in the proper Forms are liable to be rejected or decision of competent authority of DFCCIL shall be final binding.**

### 1.3.3 Tender Document

This tender document consists of following five parts:

CHAPTERS	DESCRIPTION
PART - I	

Signature of tenderer (s)  
with seal

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

### **1.3.4 Sale and Submission of Tender Document**

**1.3.4.1** Tender document can be downloaded from DFCCIL's website [www.dfccil.com](http://www.dfccil.com), [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) & Central Procurement portal [eprocure.gov.in](http://eprocure.gov.in). It is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of ₹2000/- + GST to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.

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

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of Chief General Manager, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi Near Tulsi Cinema, NH-02, Agra -282002 India.

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi Near Tulsi Cinema, NH-02, Agra -282002 India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

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

Tender documents are available on Dedicated Freight Corridor Corporation of India Limited website i.e. [www.dfccil.com](http://www.dfccil.com) & [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document as indicated above in NIT. The cost of the tender document & EMD will have to be deposited by the tenderer in DFCCIL Bank Account as mentioned below through net banking or payment gateway (online mode only) On or before schedule date & time of submission of bid. The proof of submission of EMD & Tender documents cost should be uploaded/attached along with Bid/offer document. The cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR  
Name of Bank: -Union Bank of India, Kamla Nagar, Agra.  
Account Number: - 302601010780193  
Type of account: - Current Account.  
IFSC code: - UBIN0561657

- 1.3.4.4 Complete tender documents must be submitted online duly completed in all respect **upto 15.00 Hrs on 28.02.2020** The “**Packet-A (TECHNICAL BID)**” will be opened at **15.30 Hrs** on the same day and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website [www.dfccil.com](http://www.dfccil.com) & <http://www.tenderwizard.com/DFCCIL> "The detail procedure of tender opening will be as per para 1.3.5.
- 1.3.4.5 Financial Bid (Microsoft Excel file) to be downloaded from website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and then, filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. ***The financial bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy should be submitted to the office of CPM/DFCCIL/Agra.***
- 1.3.4.6 The rates should be quoted carefully in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in ‘words’ shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- 1.3.4.7 Bidder’s submission (all such documents/papers required to be uploaded) for the tender is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them.
- 1.3.4.8 **Care in Submission of Tenders** – (Railway Board letter no. 2017/CE-I/CT/4/GST dated 23.06.2017)

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

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

**1.3.4.10** The bid submitted / received after the time and date fixed for receipt of Bids as set out in the documents are liable to be rejected.



- 1.3.4.11** Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case tenderer/s still decides to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.
- 1.3.4.12** The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.
- 1.3.4.13** Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period.

**1.3.5 Opening of Tender:**

- (a) Tender will be opened electronically at 15.30hrs. On 28.02.2020, in the office of Chief General Manager / Tundla, **Dedicated Freight Corridor Corporation of India Limited**, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002 India in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (b) **‘TECHNICAL BID (Packet- A)’** only of all the tenderers shall be opened and the contents thereof i.e. qualification details shall be read out.
- (c) After the opening of “TECHNICAL BID” (Packet-A) of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (d) The **FINANCIAL BID (Packet –B)** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical bid. The Financial bid of the tenders who do not qualify during scrutiny of Technical bid shall not be opened and these shall be returned by the employer. The time of opening, date and venue shall be advised to qualified tenderers well in advance to enable them to depute their representative. The earnest money of non-qualifying tenderers will be returned back within a reasonable period of completion of results of



Technical bid.

**1.3.6 Constitution of the Firm: -**

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

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

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
- (c) Joint Venture: The tenderer shall submit documents as mentioned in clause 65 to GCC.
- (d) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

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

If it is NOT mentioned in the tender submission that it is being submitted on behalf

of / by a Sole Proprietorship Firm / Partnership Firm / Joint Venture / Registered company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

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

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

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

**1.3.7 Validity of Tender: -**

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

**1.3.8 Earnest Money: -**

- (a) The tender must be accompanied by Earnest Money in favour of '**Dedicated Freight Corridor Corporation of India Limited, Agra**' deposited in any of the forms as mentioned in 1.3.8(c), failing which the tender will not be considered.
- (b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.
- (c) The Earnest money should be deposited by the tenderer in DFCCIL Bank Account as mentioned below through net banking or payment gateway (online mode only) On or before Schedule date & time of submission of bid. The proof of submission of EMD should be uploaded/attached along Bid/offer.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd,  
KANPUR

Name of Bank: -Union Bank of India, Kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.  
IFSC code: - UBIN0561657

- (d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL.
- (e) The earnest money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

**NOTE:** No interest shall be paid by DFCCIL on Earnest Money amount.

#### **1.3.9 Execution of Contract Agreement: -**

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited** 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002 India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

#### **1.3.10 Security Deposit on Acceptance of Tender:**

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

#### **1.3.11 Tenderer's Address**

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Signature of tenderer (s)  
with seal

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

### 1.3.12 Right of DFCCIL to Deal with Tenders

- (a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
- (b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

### 1.3.13 (i) Eligibility Criteria

#### (A): Technical Eligibility Criteria

Criteria	Documents	
Requirement	Single Entity	Submission Requirements
(i) The tenderer must have satisfactorily completed at least one single work for minimum value of 35% of the advertised cost of work in last three previous financial years and the current financial year upto the date of submission of tender.	Must meet requirement	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary.

#### Note:

1. In case the tenderer/s is a partnership firm, the work experience shall be being the name of partnership firm only.
2. For the purpose of technical eligibility criteria, the definition of **Similar Work** means “**P-Way work**”.

#### (B): Financial Eligibility Criteria

Criteria	Documents	
Requirement	Single Entity	Submission Requirements
The contractual payments received by the tenderer / firm or the arithmetic sum of contractual payments received by the firm in the previous three financial year and the current financial year up to the date of submission of tender shall be at least <b>150% of advertised value of tender.</b>	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.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organisation/PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

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

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

- (iii) As proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of advertised tender value.
- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.
- (v) The tenderer shall be considered disqualified/in-eligible if:
  - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways / DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.

- (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

#### **1.3.13 (iii) System of Verification of Tenderer's Credential:**

1. For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form-22**. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its



obligations or liabilities hereunder nor will it affect any right of the railway thereunder.

4. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

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

The entire work is required to be completed in all respects within 03 months (Three 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 Pre-Bid Conference (NOT APPLICABLE)**

A pre-bid conference has been planned. Tenderer should give their queries in writing at least 3 days prior to Pre-bid conference. All interested firms / contractors may attend the Pre-bid conference. DFCCIL response to queries as well as addenda to bidding document will be posted on the DFCCIL's website. Non-attendance at the pre-bid conference will not be a cause for disqualification of the bidder. All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

**Chief General Manager/TDL, DFCCIL,**  
3/20, KPS Tower, Mayur Complex, 3rd Floor,  
Near Tulsi cinema, NH-02, Nagla Padi,  
Agra-282002, U.P.

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

#### **1.3.17 Deleted.**

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

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



**1.3.19 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.

**1.3.20 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.

**1.3.21 Performance Guarantee: Refer relevant clause of GCC.**

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

**1.3.23 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,".

**1.3.24 Site Inspection:**

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

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

**1.3.26 Preliminary examination of bids**

- a) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- b) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c) The rates should be quoted carefully in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- c) Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one: a. That affects in any substantial way the scope, quality or Performance of the contract.
- d) That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or
- e) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- f) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- g) In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

### **1.3.27 Evaluation and comparison of tenders**

In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Eligibility Criteria" and as given in Notice Inviting E-Tender. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

### **1.3.28 Canvassing**

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

### **1.3.29 Award of Contract**

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

### **1.3.30 Understanding and Amendments of Tender Documents:**

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

# **GENERAL CONDITIONS OF CONTRACT**

## **PART - I**

### **CHAPTER - IV**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **DEFINITIONS AND INTERPRETATION**

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

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
- (b) "General Manager of Railway" shall mean the officer -in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;
- (c) "Chief Engineer" shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include CGM/GM of DFCCIL.
- (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
- (e) "Engineer" and Employer's Engineer shall mean the Chief General Manager/ General Manager / Chief General Manager of DFCCIL / PMC appointed by DFCCIL.
- (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy.CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer's Representative of the successor Railway / DFCCIL.

- (g) "Contractor" shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
- (k) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified in tender document.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the defect liability period from the date of completion of the works as certified by the Engineer.

- (q) "Contractor's authorized engineer" shall mean a graduate engineer having more than 5 years experience in the relevant field of construction work involved in the contract, duly approved by Dy. Chief Engineer/Chief General Manager/General Manager /ROB /CPM.

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

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

### **GENERAL OBLIGATION**

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

**2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/ DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor 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/CPM/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/DFCCIL shall be occupied by the Contractor without the permission of the Railway/DFCCIL. The Contractor shall not use, or allow to be used; the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.



7. **Assignment or subletting of contract:** - The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:** - Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. **Deleted.**
10. **Carriage of materials:** - No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. **Deleted.**
12. **Representation on Works:** - The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any

time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

13. **Relics and Treasures:** - All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
15. **Indemnity by Contractors:** - The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) **Security Deposit:** - The earnest money deposited by the contractor with this tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

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

- (a) Security Deposit for each work should be 5% of the contract value.
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

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

**Note:**

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

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

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

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 5% of the contract value: -
  - (i) a deposit of Cash
  - (ii) irrevocable Bank Guarantee
  - (iii) Government Securities including State Loan Bonds at 5 percent below the market value
  - (iv) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
  - (vi) A Deposit in the Post Office Saving Bank;
  - (vii) A deposit in the National Savings Certificates.
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds; and
  - (xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

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

- (c) The performance Guarantee shall be submitted by the successful

bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

- (d) The value of PG to be submitted by the contractor will not change for variation up to 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

- (ii) Failure by the contractor to pay President of India / DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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

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

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as

the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

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

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

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



be considered reasonable.

**17-B Extension of time for delay due to contractor:-** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed 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 ₹ 2 lakhs - 10% of the total value of the contract
- (ii) For contracts valued above ₹ 2 lakhs- 10% of the first ₹ 2 lakhs and 5% of the balance

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

**18.(1) Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the



contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.

- 18.(2)** The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the Chief General Manager/TDL of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

### **EXECUTION OF WORKS**

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

overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

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

such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

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

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

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

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

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

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

Documents and reasonably inferable there from.

- 22.(5) Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ Chief General Manager / General Manager /ROB,/CPM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23 Working during night:** - The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/ DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.
- 25. Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay

the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

**26. Provision of efficient and competent Staff at work sites by the Contractor: -**

**26.1** The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

**26.2** The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

**26.3** In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway 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 Railway / DFCCIL:-** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the Railway/DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 33.(2) Hire of DFCCIL / Railway's Plant:** - The Railway / DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 34.(1) Precaution during progress of works:** - During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 34.(2) Roads and Water courses:** - Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 34.(3) Provision of access to premises:-** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be



executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

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

**35. Deleted.**

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

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

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

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

**37. Rates for items of works:-** The rates, entered in the accepted Schedule of

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

**38. Deleted.**

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

**39.(2)** Provided that if the Contractor commences work or incurs any expenditure in

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

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

**40.(2) Clearance of site on completion:** - On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

#### **VARIATIONS IN EXTENT OF CONTRACT**

**41. Modification to contract to be in writing:** - In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or

any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.

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

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

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

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

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

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
  - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of Competent Authority of DFCCIL;
    - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
    - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
    - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
  - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior concurrence of finance and approval of Competent Authority of DFCCIL.
3. In cases where decrease is involved during execution of contract:
  - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
  - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

- (c) It should be certified that the work proposed to be reduced will not be required in the same work.

4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. - Deleted -
8. - Deleted -
9. - Deleted -
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

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

## CLAIMS

- 43.(1) Monthly Statement of Claims:** - The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- 43.(2) Signing of “No Claim” Certificate:** - The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising



out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

## **MEASUREMENTS, CERTIFICATES AND PAYMENTS**

- 44. Quantities in schedule annexed to Contract:** - The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45. Measurement of works:** - The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which "on account" or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below: -
- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim

whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

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

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

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

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall not be withstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's/DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the



Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

**(b) Incorrect measurement, actions to be taken**

If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated / false measurement. Engineer shall impose a penalty of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition, the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway/DFCCIL as per clause 45(i) above.

**46. (1) “On-Account” Payments:-** The Contractor shall be entitled to be paid from time to time by way of “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 or Engineer’s certified “contractor’s authorized engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of 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 Engineer’s / Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been

executed nor of the manner of its execution being satisfactory.

- 46.(4) Manner of payment:** - Unless otherwise specified payments to the Contractor will be made by cheque/RTGS but no cheque/RTGS will be issued for and amount less than ₹ 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>(B) Ballast and Quarry products Contracts</b>	N.A		
Labour component	-	Other material components	-
Fuel component	-	Fixed component*	-
<b>(C) Tunneling Contracts</b>	N.A		
Labour component		Detonator Component	-
Fuel component	-	Other material components	-
Explosive Component	-	Fixed component*	-
<b>(D) Other work Contracts**</b>			
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.

**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:

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

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

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

$$(iv) S = \frac{S_w (S_Q - S_B)}{S_B}$$

- Not applicable

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

- Not Applicable

- L Amount of price variation in Labour.
- M Amount of price variation in Materials.
- F Amount of price variation in Fuel.
- S Amount of price variation in Steel.
- C Amount of price variation in Cement.
- W Gross value of the work done by the contractor as per on account bill(s), excluding cost of materials supplied by DFCCIL at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)
- L<sub>B</sub> Consumer price index number for industrial workers- All India- published in RBI bulletin for the base period.
- L<sub>Q</sub> 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<sub>B</sub> Index Number of wholesale prices–By groups and sub groups-All commodities-As published in the RBI Bulletin for the base period
- M<sub>Q</sub> 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.
- F<sub>B</sub> 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<sub>Q</sub> 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.
- SW Gross value of reinforcement steel supplied by the Contractor as per the 'on-account' bill for the month under consideration
- SQ The index number of commodity "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 interim payment certificate is related.

SB The index Number of commodity '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 prior to the closing date of submission of Bids.

If the rates in negotiated tenders are accepted, this will be the month in which negotiations were held.

C<sub>V</sub> Value of cement supplied by contractor as per on account bill in the quarter under consideration.

C<sub>B</sub> Index Number of wholesale prices of sub Group (of cement & lime) as published in the RBI Bulletin for the base period.

C<sub>Q</sub> 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<sub>C</sub> % of labour component

M<sub>C</sub> % of Material component

F<sub>C</sub> % 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.

**46A.9** Relevant categories of steel for the purpose of operating the above price variation, as mentioned in this clause, based on WPI thereof are as under:

S. No.	Category of steel supplied in Railway work	Category of steel produced/supplied

1	Reinforcement bars and other rounds	TMT8 mm,IS1786Fe 415/Fe500D/550D
2	All types and sizes of angles	Angle 65X65X6mmIS2062E250ASK
3	All types and sizes of plates	PMPlatesabove10-20mmIS2062E250A SK
4	All types and sizes of channels and joists	Channels 200x75mmIS 2062E250ASK
5	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under S.No.1,2, 3 above

### Special Note

- (1) It is clearly indicated that price variation implies both increase as well decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.
- (2) The Index Number for the base period will be the Index Number as obtained for the month of opening of the tender and the quarter will commence from the month following the month of opening of tender. If the rates quoted in negotiated tenders are accepted, the base month for PVC will be month in which Negotiations are held.
- (3) General Conditions of Contract shall be applicable in context of Price variation. However, decision of Engineer shall be final & finding, in case of any conflict.

### 46A.10 Price Variation During Extended Period of Contract

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

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

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

**47.0 Maintenance of works:-** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the

Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**48.(1) Certificate of completion of works:-** As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

**48.(2) Contractor not absolved by completion Certificate:-** The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good



by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**49.0 Approval only by maintenance Certificate:-** No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

**50.(1) Maintenance Certificate:-** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

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

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

**51.(1) Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined



under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**51.(2) Post Payment Audit:-** It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

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

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

**52.0 Withholding and lien in respect of sums claimed:-**

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

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

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

(i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL/Railways' dues against the terminated contract.

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

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

## **LABOUR**

**54.0 Wages to Labour:-** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of

the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

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

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

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

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

**55.0 Provisions of payments of Wages Act:-** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the Railways/DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the

Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

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

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

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

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

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

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

recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

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

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

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

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

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

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

**59.(4) Sanitary arrangements:-** The contractor shall obey all sanitary rules and carry

out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.

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

**59.(6) Deleted**

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

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

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

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



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

**EXPLANATIONS:-**

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

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

### **DETERMINATION OF CONTRACT**

- 61.(1) Right of DFCCIL of determine the contract:-** The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL/Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.
- 61. (2) Payment on determination of contract:** - Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways /DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL/Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3)** The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62.(1) Determination of contract owing to default of contractor:-** If the Contractor should:-
- (i) Becomes bankrupt or insolvent, or
  - (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
  - (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
  - (iv) Have an execution levied on his goods or property on the works, or
  - (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
  - (vi) Abandon the contract, or

- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
  - (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
  - (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
  - (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
  - (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
  - (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (xiii) (B) Fail to give at the time of submitting the said tender:-**
- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
  - (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or

- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

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

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

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

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

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

- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

#### **STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES**

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

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

**64. (1) (i)** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted

matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

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

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

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

**64.(1) (iii) (d)** Place of Arbitration : The place of arbitration would be in New Delhi.

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

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

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

**64.(3) Appointment of arbitrator**



**64.(3) (a) Appointment of arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has been waived off:**

**64.(3)(a)(i)** In cases where the total value of all claims in question added together does not exceed Rs.1,00,00,000 (Rupees One Crore 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 at least 4 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.

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

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

The Arbitral Tribunal shall consist of Panel of three (3) retired DFCCIL Official, retired not below the rank of GM, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of retired DFCCIL Officer(s) empanelled to work as DFCCIL Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM.

Contractor will be asked to suggest to Chief General Manager / General Manager 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 General Manager shall appoint at least one out of them as contractor's nominee and will also simultaneously appoint the balance number of arbitrator from amongst the 3

arbitrators so appointed .GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees .While nominating the arbitrators it will be necessary to ensure that one of them has served in the Accounts Department

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

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

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

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

- (a) Serving Gazetted Railway/DFCCIL Officers of not below JA Grade level
- (b) Retired Railway officers/DFCCIL not below SA Grade level, three years after his date if retirement.
- (c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above ,due care shall be taken that he/they is/are not the one/those who had the opportunity to deal with the matters to which the contract relates or



who in the course of his/her duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

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

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

**64.(6)(a)** 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, provided parties sign an agreement in the format given below to these conditions after/while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(b)(i) Sole Arbitrator shall be entitled to 25% extra fee over the fee prescribed by DFCCIL from time to time.

(b)(ii) Arbitrator shall be entitled to 50% extra fee if Award is decided within six months.

**64(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996

and the rules and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this clause.

#### **JOINT VENTURE (JV) FIRMS IN WORKS TENDERS (NOT APPLICABLE)**

- 65.0 Participation of Joint Venture (JV) Firms in Works Tender:** This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board /DFCCIL from time to time.
- 65.1** Separate identity / name shall be given to the Joint Venture Firm.
- 65.2** Number of members in a JV Firm shall not be more than three.
- 65.3** A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- 65.4** The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 65.5** Normally earnest money deposit (EMD) shall be submitted only in the name of Employer "Dedicated Freight Corridor Corporation of India Limited" A/C JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Employer "Dedicated Freight Corridor Corporation of India Limited" A/C of Lead Member can be accepted subject to written confirmation from JV members to the effect, that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- 65.6** One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value as defined in technical eligibility criteria. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 65.7** A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose is enclosed along with the tender, Form No. 9).

- 65.8** Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 65.9** Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways /DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 65.10** Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 65.11** On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 65.12** On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways/ DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :
- 65.12.1** Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways /DFCCIL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways / DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

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

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

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

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

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

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

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

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

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

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

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one

of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

- (b) Copy of Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

#### **65.15.4 Deleted**

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

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

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

# **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 15 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 Turnouts/PSC sleepers'/turnouts sleepers/SEJs/SEJs sleepers**
- (a) All materials used in the work shall be of the best quality as per applicable codes & specifications. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the **Turnouts/PSC sleepers'/turnouts sleepers/SEJs/SEJs sleepers**. These are to be approved from the client / 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 insertion/erection through Quality Assurance Plan.
  - (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.
- 1.5.6** The decision of the Engineer-in-charge/inspecting agency shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- 1.5.7** This programme of the Contractor shall generally cover the followings: -
- 1.5.8.1** 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/assembly/insertion 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 Traffic Blocks / Power Blocks / Shut Down:**

- (a)** The contractor shall obtain Power / Traffic / Shut down in the name of authorized representative of DFCCIL. Engineer/Engineer's representative will facilitate to make arrangements to obtain power blocks / shutdown (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track work. Works such as foundations of abutments/piers shall generally be done without blocks. However if block is required due to safety considerations, the construction shall be done under block. The

requirement of shut down, power blocks etc. shall be assessed by the contractor and will be submitted to the Engineer/Engineer's representative. All the erection of girders etc. shall be done under minimum power block/shut down. Contractor will arrange minimum two gangs of labours i.e. expert of TR line fitters, Semi-skilled fitters, labours etc. with supervisors and sufficient tools and tackles required as per site conditions. Work will be done day & night with war foot level with the approval of the Engineer/Engineer's representative.

- (b) Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost.
- (c) Block period shall be counted from the time the TR-line is placed at the Contractor's disposal at the work-spot till it is cleared by the Contractor.
- (d) Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with the traffic control/traction power controller will be carried out by the Engineer staff and for this purpose the Engineer will depute a representative, who will be responsible for imposing power blocks/shut down and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by Engineer/Engineer's representative in case of works involving safety of running tracks.
- (e) The works required to be done under traffic block shall be carried out only in the presence of DFCCIL officials. The Railway supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic block shall be carried out under the provision of banner flag and protection of engineering flagman.
- (f) Any charges which may be levied by IR on account of "Possessions" shall be payable by the contractor but shall be reimbursed by the Employer. However penalties, if any, levied by Indian Railways caused due to any careless working or otherwise of violation of the Terms and Conditions of the track block, shall be payable by the contractor.

#### **1.5.10 Work by Other Agencies**

- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but

the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.

- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

#### **1.5.11 Infringement of patents:**

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.
- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) **Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for

any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

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

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

##### **(a) Insurance against Injury to Persons and Damage to Property**

The Contractor, as insuring Party, shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 1.5.12 (b) [*Insurance for Works and Contractor's Equipment*]) or to any person / animal (except persons insured under Sub-Clause 1.5.12 (c) [*Insurance for Contractor's Personnel*]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the Rs. **50 Lakh (Rs Fifty Lakh)**, with no limit on the number of occurrences.

The insurances specified in this Sub-Clause:

- a. shall be effected and maintained by the Contractor as insuring Party,
- b. shall be in the joint names of the Contractor and Employer,
- c. shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 1.5.12 (b)) arising out of the Contractor's performance of the Contract

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Employer, the Contractor and Subcontractors (wherever applicable) as separately insured.

The Employer 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 any Sub-Contractor (whether applicable), other than death or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

##### **(b) Insurance for Works and Contractor's Equipment**

The Contractor, as insuring Party, shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the Date of Commencement, until the date of issue of the Taking-Over Certificate for the Works.

The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations.

The Contractor shall insure the Contractor's Equipment for **not less than the full replacement value, including delivery to Site plus 15% of replacement cost**. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

The insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause not listed as Employer's Risks,
- (d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the Employer's Risks, excluding (in each case) risks which are not insurable at commercially reasonable terms
- (e) may however exclude loss of, damage to, and reinstatement of:
  - (i) a part of the Works which is in a defective condition due to a defect in its design, Materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
  - (i) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, Materials or workmanship
  - (ii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

### **(c) Insurance for Contractor's Personnel**

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

### **(d) Automobile Liability Insurance**

The contractor shall effect and maintain an insurance covering use of all vehicle used by the contractor or its sub contractors (whether or not owned by them) in connection with the design, construction, testing and commissioning of the facilities under the contract in accordance with statutory requirements.

### **(e) Professional Indemnity Insurance**

The Contractor shall provide evidence of professional indemnity insurance carried by its Designer for the Works. The professional indemnity insurance shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than ₹ 50 Lakh and shall be maintained in full force and effect from the Commencement Date of the Works until 03 years after the date of completion of the Defect Notification period.

The Engineer will not issue any payment certificate until the Contractor has provided evidence of this insurance and its period of effectiveness.

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 or Law of the Country.

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 ₹ 5 lakh for any one accident.
- (d)** The contractor shall be responsible for all repairs and rectification of



damages to completed works or works under execution due to Railway /DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

**1.5.14 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 Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- (e)** If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

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

Such extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager /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 equipments / structure supplied under items for supplying / providing and fixing in schedule shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of components / structure installation and fittings.

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

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15, 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 Advances to contractor: -** (Applicable for Advertised tender of value more than Rs. 25.00 crore)

##### **(a) : Mobilisation advance –**

This shall be limited to 10% of the contract value and payable in 2 stages as indicated below :

Stage I - 5% of Contract Value on signing of the contract agreement.

Stage II - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The 1st stage of advance shall be payable immediately after signing of contract documents. The 2nd stage of advance shall be payable at the time of mobilization, after submission of a utilization certificate by the contractor that the stage 1 advance has been properly utilized in the contract.

##### **(b) : Advance Against Machinery and Equipment – (NOT APPLICABLE)**

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee for full cost of the Plant & Equipment from a Nationalized Bank in India or the State Bank of India in a form acceptable to Railways/DFCCIL. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

**(c) Advances for accelerating progress of the work during course of execution of Contract – (NOT APPLICABLE)**

This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by the Chief General Manager on the recommendations of the Engineer in-charge, in consultation with the Associate Finance, while recommending this advance for sanction of Chief General Manager, the Engineer in-charge shall also confirm that progress of the contract work has been as per milestones/targets laid down and no extension to Date of completion of the contract has been given on contractor's account.

**(d) : Advances in Exceptional Cases – (NOT APPLICABLE)**

Chief General Manager are further empowered to grant advances in exceptional cases upto a maximum of Rs. 20 lacs in respect of even contract of value less than Rs. 25 crore, if considered absolutely essential, depending on the merits of each case and circumstances in each situation, to be recommended by the Engineer in-charge and in consultation with the Associate Finance.

**(e) : The above advances are subject to the following conditions –**

- i. The advance shall carry an interest at the rate to be decided by the Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders to be opened in that financial year.
- ii. Advances except those against machinery and equipment shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSCs) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest). The Bank Guarantee shall be from a Nationalised Bank in India or State Bank of India in a form acceptable to the Railways/DFCCIL-Tender form-19..
- iii. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will be on pro-rata basis;
- iv. That the grant of advance is primarily in Railway's/ DFCCIL's own interest;
- v. That a contractor does not receive advances for same work from different officers;
- vi. That arrangement are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances; and
- vii. That all necessary precautions are taken to secure Government from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper progress of the work.

**(f) : Method of Recovery of Interest –**

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of date of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

The Bank Guarantee for such advance shall clearly cover at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

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

**1.5.22 Integrity Pact :-**

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

A copy of pre contract integrity pact is enclosed as form no. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

**1.5.23 Special Clause related to Price Variation clause (46A)**

The price variation payment will be released after publication of final indices for quarter under consideration by RBI.

**1.5.24 Change in law**

“The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:

- i. A change in the law of the country (including the introduction of new laws and the repeal or modification of existing laws): or
- ii. In the Judicial or official government interpretation of such laws, or
- iii. The commencement of any Indian law which has not entered into effect until the bid submission date; or



- iv. Any change in the rates of any of the taxes on supply of materials and services that have a direct effect on the works.

Which affect the contractor in the performance of obligation under the contract.

Further if as a result of change in law, interpretation, or rates of taxes, the contractor benefits from any reduction in the cost for the execution of this contract, save and except as expressly provided for this sub-clause or in accordance with the provisions of this contract, the contractor shall, within [28] days from the date he becomes reasonably aware of such reduction in the cost, notify the employer of such reduction in cost."

#### **1.5.25 Updation of Labour Data on Railway's Shramikkalyan portal**

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways/DFCCIL's 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 Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
  - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
  - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreement 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 'Advance' 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' till-----Month-----Year."

**1.5.26 Declaration of Site Investigation is to be given by bidder as per form no.21.**

# TECHNICAL SPECIFICATION

## **PART – II**

### **Chapter-I**

#### **TECHNICAL SPECIFICATION FOR TRACK WORKS**

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

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

#### **TRACK DESIGN CRITERIA (DESIGN IS NOT IN THE SCOPE OF CONTRACTOR)**

##### **1.1 TRACK DESIGN**

##### **1.1.1 General**

- (1) The track layout shall be based on the provisions contained in Indian Railways Permanent Way Manual, Track Manual & relevant IRS specifications with latest amendments/corrections up to the base date or any other alternative specification.
- (2) The alignment as shown in drawings is to be considered and the Contractor is to acquaint and satisfy himself regarding the site conditions.
- (3) The final track layouts, including horizontal and vertical alignment, station yard layout, LWR/CWR plans, etc. shall be agreed by the Engineer before execution of track works.
- (4) Interlocking of switches will be done by the Systems Contractor. The Contractor shall do necessary interfacing with the Systems Contractor so that there is no delay/holdup.
- (5) List of RDSO drawings is appended as below: -

Sr. No.	Description of drawing	Drawing No. and Location
1	Pre-stressed Concrete Sleeper for 25 Ton Axle Load for BG	RDSO/T-7008
2	Rail Seat Assembly on concrete sleeper with 60 kg UIC Rails	RDSO/T-7009
3	ERC MK V	RDSO/T-5919
4	10mm thick composite GRSP	RDSO/T-7010

5	Fish Plates and Fish bolts for UIC 60 kg rail	RDSO/T-5916 & T-1899
6	SEJ 60kg	RDSO/T-6902 (80mm gap)
7	SEJ PSC Sleeper for 60kg	RDSO/T-4149

### 1.1.2 Track Gauge

- (1) The nominal DFC track gauge shall be 1676 mm measured at 14 mm below the top of the rail.

### 1.1.3 Horizontal Curves

- (1) Horizontal curve in the DFCC tracks shall be circular with transition curves at either end of such circular curve.
- (2) The horizontal curve radius is measured on the track centre line between the two rails. The DFCC tracks will have concentric curves unless otherwise approved by the Engineer.
- (3) Curves shall be for average running speed of 75 km/h with minimum limit of cant deficiency.
- (4) The normal minimum horizontal curve radius will be 700m (2.5 degree) and in exceptional situations the curve radius may be reduced to 585m (3 degree), however such locations shall not adversely affect the train operations on DFCC alignment by way of imposition of constraints on average speed of the train over the section.
- (5) On entry to the existing IR operational system curvature may be up to 438m (4 degree).
- (6) The maximum actual cant shall be limited to 165mm.
- (7) The maximum cant deficiency shall be 75mm and cant excess shall be 65mm.
- (8) All curves on mainlines shall be provided with transition curves to the straight which shall take the form of a cubic parabola with the equation as  $y = x^3 / 6RL$ .
- (9) The minimum length of the transition shall be the maximum length obtained from the following equation:
- I.  $L = 0.008 \cdot Ca \cdot V$
  - II.  $L = 0.008 \cdot Cd \cdot V$
  - III.  $L = 0.72Ca$
- Where,  $Ca$  &  $Cd$  = Value of actual cant & cant deficiency respectively in mm  
 $V$  = Maximum permissible speed in km/h

- (10) For the design of transition length, the value of Ca shall be calculated for speed of 100 km/h with Cd 0, and V shall be taken as 100km/h, where it is not practical to use 100km/h a reduced speed may be utilised with the approval of the Engineer.
- (11) Transitions between reverse curves may adjoin each other if the rate of change of cant and the cant gradient are constant through both transitions.
- (12) Horizontal curves and transition length shall be avoided at turnout portion locations.

#### **1.1.4 Gradients**

- (1) The ruling gradient of the section on the main line shall be 0.5% (1 in 200).
- (2) The gradients shall be compensated for curves @ 0.04% per degree of curve and the maximum gradient shall not be steeper than the ruling gradient of the section.
- (3) The maximum gradient at stations yards shall not exceed 1 in 1200 (approx. 0.083%) and 1 in 400(0.25%) in exceptional cases, requiring specific approval of the Engineer.
- (4) Change of gradient shall not be done at turnout locations.

#### **1.1.5 Vertical Curves**

- (1) A vertical curve is to be provided when the algebraic difference in change of gradient at the locations is more than 0.4%.
- (2) Minimum radius of vertical curve shall be 4000 m.

#### **1.1.6 Formation levels**

- (1) The formation levels at the level crossings, where the DFC track is running parallel to the existing IR tracks, shall be checked and modified as per the actual site conditions so as to keep the rail level of the DFC track the same as that of the IR tracks/as provided in IRPWM.
- (2) The final design sheets shall be approved by the Engineer before the construction commences.

#### **1.1.7 Track Layouts in Station Yards**

- (1) Site details showing the number of stations between Bhaupur and Khurja as well as indicative sketch drawings for all the traffic yards in the project section are available in the office of CGM/TDL at Agra.

### **1.2 RAILS**

#### **1.2.1 General Requirements**

- (1) All the rails to be laid in the track structure shall be Flat Bottom Rails as per specifications: IRS T12-2009. The broad requirements are as under;  
 Rail Steel Grade: 880  
 Rail Section Profile:  
 Class of Rail:  
 Rail Ends:

Colour Code:

As per Appendix-II of IRS T12-2009 for UIC 60kg/m Undrilled As per Appendix IV of IRS T12-2009

### 1.2.2 Class of Rails

- (1) All rails shall be brand new Class A rails of nominal UIC 60 kg/m conform to IRS T12-2009, **which shall be provided by DFCCIL free of cost in NEW BHAUPUR Yard of DFCCIL** and in case Rails provided at SAIL BHILAI then transportation cost shall be paid under the respective BOQ item.
- (2) The standard length of rails shall be 13.0 meters or more.
- (3) Rails of not more than 2m shorter than the standard length to be supplied in pairs may be accepted up to 10% of the total quantity of rails required in the contract.

### 1.2.3 Defect Free Rails

- (1) The rails having defect beyond the specified limits therein, shall not be used in the work.

### 1.2.4 Handling of Rails

- (1) During handling and transportation of rails, guidelines issued by IR on this important aspect will be strictly followed. This, among other things includes providing suitable dunnage/spacer to protect the rails against point contact and the protection of Rail ends.
- (2) The Engineer at his discretion will inspect the Rails on arrival at site against any defect and reject them and may order for removal from site. The guidelines issued vide RDSO drawing no. RDSO/T-6219 will be strictly followed.

## 1.3 CONTINUOUSLY WELDED RAIL TRACK

### 1.3.1 General

- (1) Rail panels, after laying in track, shall be welded to make Continuously Welded Rail (CWR) track for as much length as possible, for which the Contractor shall be provided approved CWR plans in **accordance with the design principles/provisions contained in LWR Manual.**

### 1.3.2 Rail Laying Temperature

- (1) The project length falls in temperature zone IV in India as per fig. 1.7 in LWR Manual with Mean Rail Temperature( $T_m$ ) as 32° C & temperature range of 70° C.
- (2) The temperature range for the fastening of CWR rail to the sleepers without the distressing operation shall be as per the provisions of LWR manual.
- (3) CWR track lengths installed outside this temperature range shall be de-stressed before the laying and final setting of Switch Expansion Joints (SEJ) at the end of breathing length.
- (4) Neutralization of the stresses in the rails during construction shall be carried out as required by the provisions of the LWR Manual.
- (5) Rails after de-stressing shall be checked by a non-destructive rail stress measuring equipment to verify the correctness of the de-stressing temperature. Contractor shall arrange such testing



equipments in adequate numbers on its own, which shall also be made available to the Engineer for this purpose.

### 1.3.3 Welding of Rails

- (1) The rail panels, used for CWR track shall be of length not less than 39m.
- (2) The rails panels of length 39m or less shall be welded together in-situ to make LWR/CWR panels as per the approved plans using mobile flash butt welding plant. In special locations where the use of mobile flash butt welding plant is not practicable, SKV Alumino Thermic (AT) weld process may be used, with prior permission of the Engineer. The detailed process of all rail welding shall be submitted along with acceptance tests & acceptance criteria by the Contractor for acceptance for approval by the Engineer. The design concepts & performance criteria for Flash Butt welding of rail joints are given in detail in Indian Railway's Manual for Flash Butt Welding of Rails-2004 (herein after referred as FBW Manual
- (3) The design concepts & performance criteria for SKV Alumino Thermic (AT) weld process shall be as per "RDSO Manual for Alumino Thermic (AT) process".
- (4) The use of rails with holes or tempered ends shall not be allowed unless specifically permitted by the Engineer. Wherever holes in rails are made these shall be suitably hardened for its fatigue improvement by carrying out well established cold rail hole expansion technique. The methodology for the same shall have prior approved of Engineer.
- (5) Drilling of holes, insulation of track, ROB/ FOB etc. will be required for earthing and bonding will be done by the System Contractor at appropriate locations with its own resources. Contractor shall provide necessary interfacing arrangements in this regard.

## 1.4 TURNOUTS AND DERAILMENT SWITCHES

### 1.4.1 General

- (1) On the DFCCIL system modern turnouts and derailing switches. The Contractor shall procure the turnout sets from M/s VAE VKN India Pvt. Ltd. Sonapat who is the designer, manufacturer & supplier of the 1in12, 555R (1in 20 canted) Turnouts in EDFC-1 as per DFCCILDrawing Nos. given in the bid document. The turnouts and derailing switches shall be used with following parameters:

(a) Gauge	1676 mm
(b) Crossing Angle (on main lines and loop lines)	1 in 12
(c) Rail Profile	60 kg (UIC 60 kg/m)
(d) Speed potential on the Main Lines	100 km/h
(e) Speed potential on Loop lines	50 km/h
(f) Speed on other yard lines with dead ends	15 km/h
(g) Axle Load	25 tonne
(h) Designed Annual Traffic	> 50 GMT
(i) Type of Web	Thick web
(j) Tangential entry and the switch entry angle;	$\leq 0^{\circ} 20' 00''$
(k) Design speed on loop lines	55km/h
(l) Maximum Cant deficiency	75mm
- (2) The Contractor shall be responsible for the supply, manufacturing and assembling of the turnouts and derailing switches suitable for above requirements.
- (3) LWR/CWR shall be carried through the turnout assembly, keeping in view the provisions of LWR manual.

- (4) The left hand and Right hand turnout turnouts shall be designed with common concrete bearers (PSC fan shaped layout) and shall have provision of cant for the rails, anti-creep fastenings and other relevant fastenings and fixtures. Steel/Cast iron bearing plates shall be provided on the common concrete bearers with the fixtures on the bearing plates ensuring the right orientation of the rails.
- (5) The signalling system shall be designed and installed by others and the Contractor shall be required to interface with appointed System Contractor for all the information/details, pertaining to signalling installations/equipment for the detailed design of turnouts, The turn-outs shall meet with all the provisions set out in para 12.40 of chapter XII of Indian Railways Signal Engineering Manual
- (6) All turnouts shall be pre-assembled at a workshop. After these are cleared by the Inspecting agency/Engineer these shall be dismantled and carried to site in special vehicles for assembling using cranes. The inspection charges shall be borne by DFCCIL.
- (7) All turnouts shall be manufactured and laid at site such as to permit the use of standard on-site tamping and lining equipment for maintenance purposes.
- (8) The Contractor shall be fully responsible for procuring all the raw materials including the rails and sleepers as per laid down performance and design criteria under his own arrangements.

#### **1.4.2 Rails for Turnouts**

- (1) For manufacturing stock, lead, intermediate sections and closure rails, 90 UTS (UIC 60 kg/m) section with IRS: T-12-2009 specifications of rail shall be used.
- (2) For switch rails, thick web section manufactured out of asymmetrical rail section shall be used. Both switch & stock rails shall be of special grade steel (minimum 880 grade as per IRS: T-12-2009) and have hardened heads for better life.
- (3) The rails, for the turnouts, shall have no drilled holes. Drilling of holes will be required for connecting the interlocking arrangements and will be done by the System Contractor at appropriate locations. Contractor shall provide necessary interfacing arrangements in this regard.
- (4) Turnouts shall not be manufactured from any larger sections of rail and all rails so used shall be defect free rails.

#### **1.4.3 Switch Assembly**

- (1) Each thick web switch device shall consist of 2 stock rails, one left hand and one right hand and two switch rails, one left hand and one right hand, complete set of PSC sleepers along with all fittings e.g. slide chairs, base plates/special base plates, brackets, rail pads, insulating bushes, washers, all stretcher bars, various blocks, bolts and nuts, any special fittings like back drive etc.. Coated slide chairs (Ni-Cr) with the addition of rollers on slide chair shall be provided conforming to well established international standard and approved drawing.
- (2) The switch rail shall be one piece without any weld or joint within the switch rail length.
- (3) The end of the asymmetrical switch rail shall be forged to UIC 60 rail profile and shall be suitable for welding or for installation of insulated glued joint.
- (4) The switch shall provide suitable flange way clearance, between the stock rail and switch rail at the end of the head in open position as specified by the Engineer.
- (5) In the cleared position, the switch rail shall house properly against the stock rail and shall bear evenly against all the distance blocks and slide base plates.

- (6) For Back Drive Contractor has to follow DFCCIL drawing nos. given in the bid document.
- (7) The turn-out system shall be designed to prevent the switch lifting.
- (8) Switches made from asymmetrical thick web rails shall be machined carefully to achieve the profile at different locations. Such machining is required to be done by CNC milling machine to achieve correct profile and good quality.
- (9) The Contractor shall be responsible to make provisions in switches (stock rail and switch rail) for all the required connections for point machine, clamp lock and any other provisions necessary for connecting the signalling equipment duly interfacing with appointed signalling Contractor.

#### **1.4.4 Intermediate Section**

- (1) The fittings for intermediate rails shall be suitably designed to ensure full compatibility and effective fixation of the rails with PSC sleepers with the desired toe load as that of the elastic fastenings in the main line.

#### **1.4.5 Crossing Assembly**

- (1) Suitably designed and approved Standard fixed nose CMS crossings shall be provided on all crossings.
- (2) All crossings on the DFC shall be 1 in 12 weldable Cast Manganese Steel (CMS) {manufactured from Austenitic Manganese steel as defined in IRS: T-29-20000} crossing for the turnouts. These should have provision of 1 in 20 Cant.
- (3) All CMS crossings shall have welded leg extensions of 60 kg (60 UIC) 880 grade rails. This shall be achieved by flash butt welding in the plant of buffer transition rail piece of suitable thickness to CMS crossings and leg extension duly approved by purchaser. This shall have to undergo test regime as described in Annexure 1 of this document.
- (4) Check rails all turnouts shall have the facility for the adjustment of check clearances up to 10 mm over and above the initial designed clearance.
- (5) Each check rail end shall be properly flared by machining.
- (6) All the check rail tables shall be higher by 20 mm above running rails.

#### **1.4.6 Elastic Fastenings for turnouts**

- (1) Fastenings for the turnouts shall be elastic type and compatible with the main line rail to sleeper fastening system.
- (2) The design of the fastenings for the turnouts shall be suitable for 25 Tonne axle loads and 60kg (UIC 60 kg/m) section of rails laid on PSC sleepers, conforming to Indian Railway standards or UIC code or other International code of practice.

#### **1.4.7 PSC Sleepers for Turnouts**

- (1) Common concrete bearers (PSC fan shaped layout) shall be required for left hand and right hand canted turnouts equipped with steel/cast iron bearing plates with the fixtures on the bearing plates ensuring right orientation of the rails.
- (2) The sleepers shall be in accordance with the design parameters, specifications of raw materials, specifications of finished products, codes and manual listed for main line PSC mono-block sleepers.

- (3) The design criteria and requirements of the PSC sleepers for the turnouts shall be such as to provide length and fixtures such as to accommodate and fix the turnout components on the sleepers firmly, including check rails, stretcher bars etc.
- (4) The appropriate dowels, shall be embedded in turnout sleeper where slide chairs and bearing plates/special bearing plates/brackets are to be fixed through the plate screws.

## **1.5 PRESTRESSED CONCRETE SLEEPERS**

### **1.5.1 General**

- (1) Mono-block pre-stressed precast concrete sleepers shall be used on all DFC tracks for main lines, loop lines, sidings, shall be as per RDSO drawing RDSO/T-7008.

### **1.5.2 Manufacture of PSC Sleepers**

- (1) The Contractor shall submit for the QAP for manufacturing of PSC sleepers conforming to IRS T-39 with latest amendment, from IR approved manufacturing unit for approval of Engineer -in-charge. The inspection charges for PSC sleepers are included in the rate of supply of PSC sleepers.

## **1.6 SWITCH EXPANSION JOINTS**

- (1) Switch Expansion Joints (SEJs) shall be manufactured from rail compatible with the rail proposed for the CWR.
- (2) SEJs shall be as per IR drawing RDSO RT-4165 for 60 kg (80mm gap) and other relevant drawings for switch expansion joints.
- (3) SEJs shall be manufactured and supplied with all corresponding PSC sleepers, fittings, fastenings and fixtures as required for easy installation into the track.

## **1.7 BALLAST**

- (1) All ballast shall be procured from the quarries approved by the Engineer.
- (2) All ballast shall be machine crushed and comply with the specifications set out in IRS GE 1 June 2004 with latest amendment. Necessary sampling as provided in this document shall be carried out by the Engineer before acceptance of ballast.
- (3) When transported by road vehicle all ballast shall be dampened prior to leaving the quarry.
- (4) Minimum ballast cushion and ballast profile below the bottom of sleeper on main lines and on other lines in the yard shall be 300mm & 250mm respectively.

## **2.0 CONSTRUCTION-TRACK**

### **2.1 GENERAL**

- (1) The contract shall be governed by the Railway's General Conditions of contract Indian Railways code for the Engineering department, Indian Railways permanent way manual Indian Railways track manual, schedule of dimensions and the standard specification for track materials and works. In case of contradictions the clause under these special conditions and specifications shall prevail.
- (2) The tenderer in their own interest should visit the site of work with the concerned PWI/AEN or with their authorised representative after fixing an appointment with them in advance and ascertain the nature and quantum of work, site conditions, availability of approach roads, availability of labour, water, electricity, land for labour camps etc.
- (3) The contractor shall not start any work on the track under traffic conditions without the presence of the Railway's supervisor at site. In case the contractor or His representative starts, any work in absence of the supervisor, it shall be treated as unauthorised and illegal tempering with the track and shall be liable for action under the Indian Railway Act.

- (4) In case any train is detained at the approach of work site or at a station on account of its passage being considered unsafe by Railways supervisor due to bad workmanship of contractor or the track parameters being unsatisfactory for safe passage of trains or due to the contractor leaving the work unfinished or due to work being delayed by the contractor, the railway shall be entitled to recover detention charges from contractor's bills or security deposit or any other dues and other dues etc. at the rate of Rs.5,000/- per hour of detention or part thereof for each train so detained. Detention to trains as determined by the Railway shall be final and binding upon the contractor.
- (5) Notwithstanding the provision of clause 62 general conditions of contract, the Railway reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.
- (6) In case an accident occurs at the work site the findings of the enquiry committee set up by the Railway to investigate the cause of the accident shall be final and binding on the contractor. If contractor is held responsible for the accident, the contract is liable to be terminated, forthwith notwithstanding the provision of the general conditions of contract.
- (7) Irrespective of invoking provision of clause 6 as above-mentioned or otherwise, penalty upto an upper limit of 10% of the cost of the work may be imposed in case an accident occurs due to contractor's negligence as decided by the competent authority/Engineer in charge.
- (8) The Contractor shall co-ordinate during the planning and execution of works with designated Contractors for other related activities e.g. signals, overhead electric traction, power supply distribution, communication, SCADA etc. for construction of the complete system of Dedicated Freight Corridor.
- (9) The installation of all machinery and equipment shall be undertaken at all times by suitably trained and competent employees of the Contractor and to the satisfaction of the Engineer.
- (10) The Contractor shall, prior to starting any installation and construction work, identify any possible hazards, and implement measures of eliminating and/or controlling such potential hazards, in line with safe working practices.
- (11) The Contractor shall require access to information as well as to various locations at stations/depots/tracks/bridges etc. of Indian Railways/DFCCIL in stages.
  - a) written request regarding access to any information shall be given by the Contractor to the engineer sufficiently in advance for arranging the same as available.
  - b) The Contractor shall plan out in consultation with other designated contractors the number and location of the access points and shall submit the same to the Engineer at least two months in advance
- (12) The Track construction work pertaining to this contract shall include, but not be limited to the following:
  - a) Survey on site, based on technical requirements shown in this contract and the Drawings.
  - b) Finalization of the construction and installation program.
  - c) Construction and Installation in accordance with the finalized construction Drawings.
  - d) Co-ordination with various designated contractors.
  - e) Obtaining clearances from various stakeholders and authorities, if required.
  - f) Submission of the construction and installation reports and records.
  - g) Production of documents, calculation sheets and records.

- (13) Prior to the commencement of construction operations, the Contractor shall obtain all necessary clearances from the concerned authorities.

## **2.2 Supplying of material**

### **2.2.1 Pre-stressed Concrete Sleepers**

- (1) **Contractor has to procure PSC sleeper for 25Ton Axle load for BG as per RDSO drawing No. RDSO T-7008 and conforming to IRST-39.** Mono-block pre-stressed precast concrete sleepers shall be used on all DFC tracks for main lines, loop lines, sidings.
- (2) The Contractor shall submit for the QAP for manufacturing of PSC sleepers conforming to IRS T-39 with latest amendment, from IR approved manufacturing unit for approval of Engineer -in-charge. The inspection charges for PSC sleepers are included in the rate of supply of PSC sleepers.
- (3) The PSC sleepers duly inspected by the Engineer's inspector, shall be carefully handled by mechanized means and transported to the site in tractors/trucks/other mechanism thereby avoiding any damage to the sleepers by way of any cracks, chipping of concrete, dents over the concrete surface etc. The PSC sleepers shall be laid over the prepared ballast bed evenly at the design spacing.
- (4) When materials are being moved in mid-section under para 1020 of Indian Railways permanent Way manual by material trolley or material lorry, it would be necessary that movement be permitted strictly under the control of the DFCCIL's representative who has the necessary lorry/trolley certificate when material are move on material lorry under para 1120 of Indian Railways Permanent Way Manual without block protection, unloading the material lorry in the mid-section do not entail measurements for payment.
- (5) All sleepers after unloading shall be properly stacked as per provisions of Indian Railways Permanent Way Manual.
- (6) It shall be ensured that the unloaded sleeper do not infringe the Railway/DFCCIL's schedule of dimensions.
- (7) In case of unloading in block working the availability of adequate strength of workmen so as to complete the work in block time granted shall be ensured.
- (8) The unloading of concrete sleeper from railway wagons BFR/BRH shall be undertaken by the contractor by using jib crane(s) attachable to BFR/BRH so as to avoid damage to the sleepers. The jib crane(s) shall be procured by the contractor from firms approved for the manufacture/supply of such jib crans. For handling PSC turn-out sleeper, two jib cranes are required to be used simultaneously.

### **2.2.2 Rails**

UIC 60kg 90UTS class A Rails shall be provided to contractor free of cost at New Bhaupur yard.

### **2.2.3 Ballast**

- (1) All ballast shall be procured from the quarries approved by the Engineer.



- (2) All ballast shall be machine crushed and comply with the specifications set out in IRS GE 1 June 2004 with latest amendment. Necessary sampling as provided in this document shall be carried out by the Engineer before acceptance of ballast.
- (3) When transported by road vehicle all ballast shall be dampened prior to leaving the quarry.
- (4) Minimum ballast cushion and ballast profile below the bottom of sleeper on main lines and on other lines in the yard shall be 300mm & 250mm respectively.

#### **2.2.4 Switch Expansion Joints**

- (1) Switch Expansion Joints (SEJs) shall be manufactured from rail compatible with the rail proposed for the CWR.
- (2) SEJs shall be as per IR drawing RDSO RT-4165 for 60 kg (80mm gap) and other relevant drawings for switch expansion joints.
- (3) SEJs shall be manufactured and supplied with all corresponding PSC sleepers, fittings, fastenings and fixtures as required for easy installation into the track.

#### **2.2.5 Turnouts and Derailing Switch**

- (1) Contractor shall procure the turnout sets from M/s VAE VKN India Pvt. Ltd. Sonapat who is the designer, manufacturer & supplier of the 1in12, 555R (1in 20 canted) Turnouts in EDFC-1 as per Drawing Nos. given in the bid document.
- (2) Contractor should also procure Sleepers for Turnouts as per DFCCIL approved drawings of Turnouts given in the bid document.
- (3) Inspection charges of T/o & D/s to nominated inspecting agency shall be paid directly by DFCCIL.

#### **2.2.6 P-WAY Fittings**

- (1) All P-Way fittings shall be procured from RDSO approved firm and confirming to RDSO drawing mentioned in the list of RDSO drawings in this chapter above.
- (2) The material are to be purchased from RDSO approved Part I vendors only. The list of vendors is available in the office of the Chief General Manager Tundla at Agra.
- (3) All articles supplied by Contractor shall be to the description and quality and in strict accordance with the specification
- (4) The material must conform to following relevant RDSO specifications.
- (5) Inspection charges of P-Way fittings to nominated inspecting agency shall be borne by Manufacturer/Contractor.

#### **Inspection of Track Fittings.**

1. The inspection of ERC will be carried out by nominated officials at the manufacture's premises as per guideline issued by RDSO.
2. The inspection of GR pads and GFN liners shall be carried out by representative of RDSO at firm's premises.
3. Agencies are themselves responsible for getting the materials inspection as specified above and DFCCIL will not bear any cost of inspection.
4. All inspection certificates should be submitted by the Agency along with the materials during passing of the bill.



- a) The material after inspection and passing in the contractors nominated depot will be allowed to be used by the contractor for executing the work for a particular stretch of track.
- b) Contractor will take prior approval of source of supply from DFCCIL before placing any order for supply of material.
- c) Security of Track fittings when fixed in track or at his depot will be the contractor responsibility.
- d) Any loss due to possible theft or any other account will be Contractors responsibility for which no payment will be made by the DFCCIL.

## **2.3 Transportation of Material**

### **2.3.1 Hauling and Stacking/spreading rails**

**2.3.2** The Contractor shall be responsible for transportation of the rails/rail panels to its site through rail carriers/flatbed trallas and shall arrange on his own for this purpose. The rails/rail panels shall be handled in a manner so as to avoid any defects like dents / grip marks, notching or cuts, permanent bends, damage at the ends etc. Spreading of the rails from the rail carriers/ flatbed trallas at site along the alignment shall be such that so as to avoid any damage to the rails/rail panels. **Transportation**/hauling and stacking/spreading Railway's/DFCCIL's rails of 60 kg. section in length up to 13 meters or SWR panels manually or by mechanically means with all leads, lifts and descents and incidental works.

- I. The above item of works envisages: -
  - a) Transporting/Hauling 60Kg. rails (up to 13 m in length or SWR panels) from DFCCIL's nominated depots/stacking/locations.
- II. The nominated depots/stacks/locations for the purpose of this work shall have been inspected by the contractor before submitting the Tender and the accepted rate is deemed to be inclusive of all leads, lifts & descents and incidental works.
- III. Without in any way restricting or modifying the provision of the General Conditions of the contract in this regard, the rates actually provided therein under all costs of contractor labour, materials, consumables, tools & plants & machinery and complete for the above.
- IV. The measurement for payment shall be worked out to the.....0.001MT. The standard weight of rails (60 Kg. per meter length) shall be adopted for the purpose of payment.
- V. The work shall be carried out strictly as per instruction down in Indian Railway's Permanent Way Manual and/or as per instructions of the Engineer or his Representative decision in this regard shall be final and conclusive.

### **2.3.3 In addition to the above the work shall confirm to the following: -**

- I. Carrying rails on the heads or shoulders is prohibited. For handling, rails, slings, rail tong or other similar equipment only shall be used.
- II. While stacking/spreading rails care shall be taken to ensure that: -
  - a) The rails are sorted rail section wise and/or class wise.
  - b) The rails are stacked/spread on level ground.
  - c) Free rails are supported in manner directed by the Engineer or his representative.
  - d) The rails are so spread as to rest evenly along their entire length or on supports closely spaced with the flat end of Rail resting on the foot.
  - e) When stacked in bolster wagons the rails are loaded to the equal overhand of each and beyond the bolster securely chained.

**2.3.4** The loading unloading banding and laying shall be done with due care in manner, directed by the Engineer or his representative ensuring among things that during loading and unloading, ramps of unserviceable rails (to be provided free of cost by the Railway at the Railway Depot, are made and the rails slid over them with immediate supports being given to the ramps rails to prevent excessive sagging.

**2.3.5** Any rail bent/kinked during the execution of the work be straightened by Jim crowing (Jim Crow to be provided free of cost by the railway at the DFCCIL depot) if available in a manner indicated by Engineer or his representative to his entire satisfaction, his decision in this regard being final and conclusive.

**2.3.6 Transporting hauling and spreading MBC sleepers.**

Sleepers brought to the site of near by the side of track or near T/O to be laid or replaced, hauling can be done by manually or mechanically care should be taken to avoid any damage to the sleepers. Hauled sleepers to be kept systematically.

**2.3.7 Hauling of special type MBC sleepers.....**

(a) 1 in 12

Sleepers brought to the site of nearby the side of track near T/O to be laid or replaced, hauling can be done by manually or mechanically care should be taken to avoid any damage to the sleepers. Hauled sleepers to be kept systematically.

**2.4 Dismantling hauling and transportation or release existing T/Outs.**

a. 1 in 12

b. Drilling Switch

- i. All fitting bolts spikes screw and fixture are to be removed switch rail/stock rail etc. are to be removed switch and stack separately sleepers are to be removed and stacks separately and formation to be prepared by digging removing ballast so much to accommodate new switch assembled outside the track, with any incidental work connected with the laying of switch.
- ii. All sleepers either one by one or complete in block to be removed and new sleepers are to be inserted as per approved drawing, renewal of rails and crossings also come in this work. Filling of ballast packing levelling and aligning to be done due to make the track fit for 20 kmph. All fixtures are to be fixed as per standard drawing.

**2.5 SURVEY ON SITE**

- (1) The alignment has been staked at site and the alignment data, as available with Employer, shall be made available to the Contractor.
- (2) The setting out of the correct alignment for track construction shall however, be the responsibility of the Contractor.
- (3) As such the alignment and related data, as provided by Employer to the Contractor is to be checked and verified by appropriate survey and setting out of Works by surveyors of experience and qualification.
- (4) The Engineer may carry out random checks to verify the accuracy of the setting out and Contractor's compliance of the completed works with given alignment and the requirements, however, full responsibility lies with the Contractor for the accuracy of line and level of the tracks.
- (5) The surveyed track analysis spread sheet shall be tabulated against chainage, the vertical difference (high or low) and horizontal difference (left or right) between the actual surveyed track centre line position and the design alignment computed from alignment geometry as already available.
- (6) Derived cant, gauge and twist values shall also be compared against design values on the same spread sheet. It shall be Contractor's responsibility to protect and preserve the integrity the all control markers, grid points, setting out points etc.
- (7) The Contractor shall establish physically on site such setting out points that may be grid or offset points to be used as the reference system for the track work.
- (8) At each site, the position of the site main reference setting out points shall be maintained throughout construction period.
- (9) Such markers shall be checked against the survey control markers by the Contractor at regular intervals to ensure reliability of subsequent works.
- (10) The track shall be sited on the basis of approved alignment, both as regards the longitudinal section and the layout.
- (11) The track siting marks corresponding to both the theoretical centre of the track and to the theoretical level of the track running surface, as per approved drawing relating to track layout shall be marked in the straight portion and at the beginning and end of each circular curve, transition curve and vertical curve both in the longitudinal and cross directions.
- (12) The said markings shall be put in:
  - a. - In straight sections: every 200-m,
  - b. - In curved sections: every 50-m.
- (13) The inner rail for curve and any rail for straight shall first be set out in its absolute position from setting out points using co-ordinates computed from the alignment geometry, the elevation of the rail shall be checked using a level, the other rail shall be set correctly relative to the first rail

## **2.6 TEMPORARY WORKS**

- (1) In case spare land is available with the Employer the same can be handed over to the Contractor free of cost for the purpose of establishing temporary construction depot(s). However, whenever Employer requires this portion of land back, the same shall be handed over to the Employer with a month's notice at no extra cost/compensation to the Contractor.

- (2) The land, as required for all the temporary arrangements and works including the requirement of borrow pits, quarrying, construction depots etc. shall be arranged by the Contractor by himself at his own cost. While extracting material from the borrow pits he shall ensure compliance of applicable provisions as per Environment Management Plan (EMP) of DFCC,
- (3) All temporary works shall be removed on completion of permanent works, or as directed by the Engineer.

**2.7 Linking of track Railways rails (B.G.) on existing formation.**

- i. The above item of work envisages linking of Railways track (BG) with DFCCIL's 60 Kg. rails, Contractor's PSC sleepers and other fastening & fittings as per DFCCIL layout and other drawings and/or as Directed by the Engineer or his representative complete with all leads lifts and descent and incidental works.
- ii. Without in any way restricting or modifying the provisions of the General Conditions of contract in this regard, the rates for the above work shall be inclusive of all costs of the following elements.
  - (a) Levelling hand-temping and dressing of existing ballast over the existing formation as directed by the Engineer or his representative.
  - (b) Transporting/hauling/carrying and spreading on the existing formation rails, PSC sleepers, fittings and fastenings required for, linking from depot/stack/locations.
  - (c) The depot/stack/locations for the purpose of the work shall have been inspected by the contractor before submitting the tenders and accepted rates in deemed to be inclusive of all leads, lifts and descents and incidental works.
  - (d) Linking pre-drilled and pre-cut 5kg. rails on previously laid PSC sleepers as per DFCCIL's drawing & or as directed by the Engineer or his representative.
  - (e) Fixing fish plates and fish bolts as per DFCCIL's requirements and/or directed by the Engineer or his representative including transportation of fittings.
  - (f) Fixing key/rails screws or ERC's along with greasing of ERCs to obtain correct gauge as per railways requirement and/or directed by the Engineer or his representative, including transportation of fittings.
  - (g) Lifting and packing the track after gauging, levelling and as required and applying grease on gauge face of rail on curves & turnouts and directed by the Engineer or his representative.
- iii. All contractor's labour, material, consumables, tools and plants and machinery etc. complete for the above excluding the Rails which shall be provided free of cost by the DFCCIL at New Bhaupur Yard.
- iv. The measurement for payment shall be worked out to be nearest 0.100meter for the track length complete in all respects and accepted by the Engineer or his representative.
- v. The works, shall be carried out strictly as per instructions laid down in Indian Railway Permanent Way Manual and/or as per DFCCIL's drawings and/or as per direction of the Engineer or his representative whose decision on this regard shall be final and conclusive.
- vi. In addition to the above the work shall confirm to the following:-

- a. While hauling/carrying the rails shall be supported at several points with rail Tongs or Rails Slings, carrying of Rails and heavy materials on head or shoulders is prohibited.
- b. Kinky rails shall be straightened with Jim crow.
- c. Marking on rails with punch or chisel is prohibited.
- d. PSC sleepers' rods on which the sleeper spacing is marked in proper line and level.
- e. Rails of same length shall be used in pairs, the shorts length of rails being not less than 5.5m.
- f. The gauge shall be 3mm tight on straight including curves of radius greater than 400m and 5mm slack on curves of radius less than 400m or as directed by the Engineer or his representative.
- g. The overall work shall be done to obtain track confirming the track laying standards as per provisions made in the Indian railway permanent Way Manual.
- vii. Making block joints of 60kg. rail section.
  - i. Making cut by rail cutting machine perfectly vertical.
  - ii. Drilling holes in rail as per standard dimension 28mm dia as per track manual R-5 sheet F-8 and RF-5 sheet 20 F-8 for 52 Kg. and RF-5 sheet 30, F-8 and RF-5 sheet 40 F-8.
  - iii. The fish plates are to be painted as per track manual RF-5 sheet 50 F-8 for 52 Kg. and 90 lbs both and dimension RF-5 sheet 50 F-8.
  - iv. Diameter of holes fish plate is to be 32mm as per RF-5 sheet 10 F-8.
- viii. Dismantling and removing of B.G. track of any type of rails.
 

All rails and sleepers are to be removed either of following materials.

  - i. Removal of rails and replacing rails.
  - ii. Removal of sleepers and replacement.
  - iii. Removal of complete track.
  - iv. Stacking of material as directed.
  - v. making formation by digging and removal of muck etc. to the required level to be accommodate new track.
- ix. Insertion of glued joints 60Kg./52kg.
 

The work will be carried out as per IRPWM and instructions of Engineer in charge.

Maintenance/through packing of track in all type of sleepers with Rly's ballast bring the track geometry to required.....

  - (a) Ist through packing.
  - (b) IInd through packing.
  - (c) IIIrd through packing.

Through packing: -Through packing shall consists of the following operation in sequence, not more of the track on any one day being opened out than can be efficiently repacked before closing the work.

  - a. Opening of the road.
  - b. Examination of rails.

- c. Squaring of sleepers.
- d. Slewing of track to correct alignment.
- e. Gauging.
- f. Packing of sleepers.
- g. Repacking of joint sleepers.
- h. Boxing of ballast section tidying.

Through packing is best done from one end of a gang length towards the other continuously.

Each of the above operations should be carried out as detailed below: -

- a. Opening of the road: Ballast should be opened out on either side of the rail-seats to the extents shown hereunder to a depth of 50mm below the packing surface without disturbing the cores under the sleepers: -

B.G. End of sleepers to 450 mm inside of the rail -seat.

In case of CI plates or pot sleepers, the opening out should be to the extent of the plates of pots to enable packing being done conveniently.

The ballast should be drawn by rakes or powers outwards and inwards i.e. that portion of the ballast on the outside of the rail should be drawn towards, the portion between the rails being drawn towards the centre, care, however shall be taken that the ridge of ballast formed between the rails does not project more than 50mm above rail level.

- b. Examination of rails, sleepers and fastenings: -
  - i. Rails should be examined, the underside for corrosion, rails-joints for wear on the fishing plates and tightness of fish bolts and rail ends for cracks, kinks in rails should be removed by jim crowing.
  - ii. Sleepers should be inspected for their conditions and soundness particularly at rail seats.

All loose fittings shall be tightened, broken one being immediately replaced.

- c. Squaring of sleepers: -
  - Gauge variation and kinks inevitably result from sleepers getting out of square.
  - i. The spacing of sleepers on the sighting rail should first be checked and correctly chalk-marked. Corresponding marks should then be made on the other rail using the square at every point. The cores of sleepers that are out of square should then be "picked" with the pick ends of beaters, the fastenings loosened and the sleepers lowered and squared to correct position.
  - ii. Squaring should be done by planting the crowbars firmly against the sleepers be hammered.



- iii. Sleepers that are squared should be re-gauged immediately, the fastenings tightened and the packing restored.

**d. Slewing of track to correct alignment: -**

- i. Heavy slewing will only be required re-aligning of curves when it would be necessary to loosen the rail joints and in the case of steel sleepers and C.I. plates or pot sleepers to loosen the fastening, the packing cores being broken with the pick-ends of beaters.
- ii. Slewing for normal maintenance will be of a small order and should be done after opening out the road, loosening the cores at ends and drawing out sufficient ballast at the ends of sleepers.
- iii. Slewing of track shall be directed by the Mate who on straights should sight the rail from a distance of 30 to 60 metres (100 to 200 feet). On curves, he should sight degrees of curvature i.e. versions when slewing, the crow bars should be planted well into the ballast at an angle of not more than 30 degree from the vertical, otherwise lifting of track will result.

**e. Gauging:**

- i. Gauging should only be done after assuring that sleepers are truly square standard keying hammers shall always be used. Beaters and heavier hammers should not be used as this causes overdriving of keys and strained lugs on steel sleepers.
- ii. The gauge should be held firm with one lug against the base rail, the other end being swivelled over the opposite rail. The tightest position obtained is the correct point to test the gauge. The gauge should not be forced as that causes considerable wear of the gauge lug.
- iii. The track should be adjusted to correct gauge on the rail opposite to the base rail, The permissible sickness on sharp curves should be attend by using liners of the requisite thickness against the lug of the gauge.
- iv. While it is essential that correct gauge should be maintained, it is not desirable to re-gauge frequently on the wooden sleepered road as this will result in "spike-killing" the rail seats not desirable to regauge frequently on the pot or plate sleepered road as this will result in the packing getting disturbed. Where due to the age and condition of sleepers, it is not possible to maintain correct gauge, it is good practice to work to within the following maximum gauge can be maintained over long lengths:-
- v. B.G. 3mm tight to 3mm slack.  
On curves upto 10 degree-3mm tight to 13 mm slack.  
One curves sharper than 10 degree upto 16 slack.

**f. Packing of sleepers:**

- i. The base rail shall be sighted by Mate with the eye along the edge of the rail and any dip or low joint lifted correctly. The adjacent sleepers should than be packed and the top checked. After two rail length have been



attended to the rail on the other side should be brought upto the correct level using the straight edge and the sprit level, cross levels with the straight edge and sprit level should be checked at every rail joint and at every fourth sleeper. The next two rail length should then be taken up and the process continued.

- ii. No joint or dip should be lifted more than the proper level in the expectation that it will settle to the correct level. Instead it will settle more under traffic as a result of being high and cause rough running.
- iii. Having aligned the track and adjusted the “top” the gang men should be distributed to pack all the sleepers in a systematic manner commencing from one end. Four men should deal with every sleeper successively, two at each rail seat. The ballast under sleeper should be packed by the men standing back to back and working their beaters diagonally under the rail seat at the same time to ensure firm packing.
- iv. It is important that men should thoroughly “break” the cores with pick-ends and then use the head ends as otherwise uniform packing will not be achieved and the elasticity of the road bed affected. After packing under the rail seat the men should pack to the requisite extent on each side of the rail seat i.e. end of sleepers to 450mm inside on the BG during packing the beaters should not be lifted above the head rail man should aim to work the beater from the same height upto chest level, so that the sleepers are uniformly packed. Higher or lower lifting of the beater, results in uneven compactness and the packing does not last long.
- v. In the case of steel trough and wooden sleepers the packing under the rail seats cases the ballast to work towards the centre before final dressing is done, it should be ensured that no sleepers “centre bound” sleepers bent to rock and set up “rolling”.
- vi. The packing on the inside and outside on every rails seat should before boxing the track, be checked by the Mate, by tapping. A hollow sound would indicate defective packing which should be attended to again.
- vii. As such as the packing is systematically completed, the alignment and top should be carefully checked by the Mate and minor adjustments carried out, the sleepers disturbed for this purpose being finally re-packed.

**g. Re-packing of joint sleepers: -**

The joint and “Shoulder sleepers should be repacked before boxing is done and the cross-levels at joints checked. The rail joint being the weakest portion, firmness of its support is essential.

**h. Boxing ballast section and tidying: -**

- i. After completing the preceding operation in sequence, clean ballast should be worked in with ballast forks or rakes and compactly filled between the sleepers along the rail seats.

The ballast section should be dressed to the specified dimensions a template or the yard-stack being used for the purpose. Hemp cords 6mm dia of sufficient length should be used for linking the top and bottom edges of the ballast section. Where ballast is deficient of the full section, the deficient should be shown along the centre of the track and not under the rails or in the shoulders.

- a. The case should then be tiding up removed. Cess should be maintained to the correct depth below rail level according to the ballast section drawing. Too high a cess affects drainage too low a cess result in ballast spread and wastage.

Rate of this items includes following items of work of assembling of track.

- i. Incidental loading, unloading of stone ballast by head load or by any other means such as trucks, dumpers, contractor's dip lorry etc. or Railways wagons for spreading of ballast.
- ii. Incidental loading, unloading and stacking at site all railways materials/released material during transportation of the same.
- iii. Straightening the rails/rail panels by Jim Crowing or by mechanical hydraulic rail benders before linking them in the track.
- iv. Incidental hauling of rails and MBC sleepers to bring them to exact location while laying and linking of track.
- v. Standard gap has to be maintained on the rails joints. Rate includes re-pilling of rails for creating of gap for welding.
- vi. Removing shrubs, weeds grass and all other unwanted materials from formation and dressing and levelling before the laying of track.
- vii. Spreading out stone ballast from stack.

## **2.8 CONSTRUCTION METHODOLOGY**

### **2.8.1 General**

- (1) The Contractor shall plan and work out the methodology of track construction in various stages as per the requirements detailed in the following paragraphs in consultation and approval of the Engineer taking into account of the Contractor's coordination and integration responsibilities with the interfacing contractors.
- (2) The track construction shall be done by conventional track laying method. This shall mean laying of rail panels of 39 meters or less, welded by flash butt welding plant under controlled conditions at site. Track laying at site by use of Hydra, cranes, and use of tamping machines, shoulder ballast compactors for making track fit for traffic movement.

### **2.8.2 Construction of Ballast Bed**

- (1) The ballast duly inspected by the Engineer shall be brought at site such that it is free from quarry dust and any other contamination.
- (2) Ballast bed shall be laid directly on to the prepared formation and support structure like bridge deck slabs, using methods that keep the amount of road traffic over the formation and support structures to a minimum and that make no damage to the utilities and other structures as existing at or near the site.
- (3) The ballast shall be laid in loose layers of maximum 100mm thickness each and compacted by a minimum of 4 passes of a smooth vibrating roller having a minimum static load of 4kN per 100mm of width or similar. The ballast bed shall be laid so as to make an initial neat ballast cushion 200mm below the bottom of the sleepers after the required rolling. This has to be finally brought up to the desired level as per para 2.8.8 (4) below. The ballast bed shall be neatly dressed up so that there is no obstruction to working of the plant and machinery for further activities of rail spreading, sleeper laying etc. On completion of the ballast bed a survey shall be undertaken to demonstrate the acceptability of the bottom ballast for track laying. No track laying shall commence until the prepared ballast bed has been inspected and approved by the Engineer.

### **2.8.3 Cutting of Rails**

- (1) The cutting of rails shall be bare minimum and shall be carried out under the supervision of Engineer. Rails shall be cut by using abrasive rail cutting machine only.
- (2) The above item of work envisages cutting of rails on cess/running track as specified in the schedule at isolated locations/nominated depots/stacks complete with handling of rails and all incidental works.
- (3) The measurements for payment shall be for each complete cut at the specified points.
- (4) The work shall be carried out as per provisions in permanent way manual.
  - (i) The cut shall be made by Rail cutting machine (saw type) or by abrasive rail cutter as specified in the contract.
  - (ii) The cut shall be made in a plane at right angle. To the foot as well as the running edge of the rail.
  - (iii) The burr. If any, shall be removed.
  - (iv) Flame/Gas cutting is forbidden, Use of jim-crow to aid cutting is forbidden.
- (5) The contractor shall arrange for the rail cutting machine (saw type) and hacksaw blades and / or the abrasive rail cutter and abrasive disc which should be procured from the approved firm(s) for manufacture/supply of the same, a list of which is given in the Annexure. The rate includes cost of operation and maintenance of these machines.

### **2.8.4 Drilling Holes in Rails**

- (1) The drilling of holes in rails shall be bare minimum and shall be carried out under the supervision of Engineer. Any holes if required for signal and traction bonds shall be performed by designated contractors but with prior approval of the Engineer.

- (2) The above item of work envisages drilling and chamfering of holes of prescribed diameter in rails on cess/running track as specified in schedule at isolated location/nominated depot/stacks complete with handling.
- (3) The measurements for payment shall be for each hole drilled including chamfering complete.
- (4) The work shall be carried out as per the DFCCIL's standard drawings and/or as given in the Indian Railway track Manual and provision in Indian Railways permanently way Manual.
- (5) The finished diameter of the hole in the rail shall be as follows

Rail section  
60kg.90 UTS

Hole dia.  
32mm.

- i) The drilling shall be done by Rail drilling machine only.
- ii) Punch or Reaming/Drifting shall not be permitted.
- iii) After drilling the hole, the same shall be chamfered with chamfering tools to remove burrs and for work hardening the hole, on both sides for rail hole.
- iv) The use of flame gas cutting equipment is forbidden.

#### **2.8.5 Laying and Fixing Rails/Rail Panels**

1. The above item of the work envisage laying and inserting rails of section as specified in the schedule and fixing rail and rail-sleeper fastenings and fittings etc. including all leads, lifts/descents etc. and all incident works.
2. The measurement for payment shall be per running metre of rail inserted measured to the nearest centimetre and accepted by the Engineer or his representative.
3. The work shall be carried out as per the DFCCIL's standard drawing, provisions contained in Indian Railway's Permanent Way Manual and the extant instructions.
4. The works will involve.
  - (i) Laying and fixing predrilled and pre-cut rails on previously laid sleepers as per DFCCIL's drawing and/or as per extant instructions.
  - (ii) Rail/Rail panels of equal length shall be used in pairs for laying and fixing.
  - (iii) Rail joints shall be square to alignment while on the curved alignment, cutting of inner rails shall be done at suitable intervals when lead of inner rail is equal to half pitch.
  - (iv) Fixing fish plates and fish bolts and other rail and rail-sleeper fastenings such as clamps as per DFCCIL's drawing and/or as per extant instructions. The fish bolts shall be applied one coat of black oil as prescribed.
  - (v) Hammering of fish bolts is prohibited. The fish bolts shall not be over tightened and shall be tightened with standard spanner/torque spanner. The inner two fish bolts should be tightened first.
  - (vi) Fixing keys/clips and other rail and rail-sleeper fastenings to obtain gauge as per DFCCIL's drawing and/or as per extant instructions.
  - (vii) In case of laying and fixing rails/panels on concrete sleepers this work will include fixing grooved rubber pads. Liners and elastic rail clips as per standard drawing and as per extant instructions.

- (viii) The frozen (gap lees) joints are required to be provided at specified locations such as at combination fish plates, joints behind CMS Crossing and SEJs with closure end etc.
- (ix) It shall be ensured that the handling of rail is as per extant instructions and shall not infringe the Railway's Schedule of dimensions.
- (x) Use of kinky rail should be avoided.
- (xi) Marking on rails with punch or chisel is prohibited.
- (xii) The driving of the keys/clamps shall be done with a standard keying Hammer/approved mechanical means.
- (xiii) The above keying/clamping operation shall be completed on the base rail first which shall be first aligned and fixed in position before the other rail is fixed to the gauge as stipulated.
- (xiv) The gauge shall be maintained as per para 403/224 of the Indian Railways Permanent way manual or as per extant instructions, Minor fitting up to 25mm and packing and levelling the track as required should be carried out.

#### **2.8.6 Specification for Initial Packing of Sleepers in Pre Laid Track.**

1. This item of work envisages the packing of sleepers on pre-king with the help of handheld off-track tamper as per DFCCIL's requirements.
2. The measurements for payment shall be in running track meter measured to the nearest centimetre and accepted by the Engineer-in-charge.
3. The aligning and packing of sleeper shall be done with the help of hand half off-track tamping systems and non-infringing type track jacks as per working instructions of off track tampers available with the Railway. Correction in alignment shall be done with the help of track lifting cum aligning device, such as TRALIS.
4. The track parameters which should be attained on a relaying or a new work with new materials, should confirm to stipulations of para 316 of IRPWM – 1986 and after packing, the track shall be made fit for allowing traffic at a speed of 20 KMPH.
5. All the equipment/machine shall be procured by the contractor from approved firms at his cost and cost of operation and maintenance shall be included in the rate.

Ballast which has been put in track under a different item

#### **2.8.7 Fixing Elastic Fastening System**

- (1) After threading of rails, elastic fastening system consisting of rubber pad, rail liner and elastic clip shall be fixed systematically as agreed by Engineer.

#### **2.8.8 Top Ballasting, Tamping and Lining**

- (1) Prior to the placing of top ballast, the track shall be marked in preparation for tamping and lining operations with the following information:
  - a) All horizontal and vertical tangent points
  - b) Transition curve details
  - c) Circular curve details
  - d) Cant details
  - e) Chainages
- (2) The ballasting of cribs and shoulders shall be done before tamping of newly laid tracks. Once the top ballast is adequately regulated, the track shall be lifted, levelled and aligned as required using on-track tamping / lining machines.
- (3) The top ballasting, regulating, tamping and lining shall be repeated in stages of maximum 50 mm lift until the track is at the designed horizontal and vertical alignment and desired ballast cushion below the sleeper with the desired profile as specified in the bid document is achieved.
- (4) The tamping parameters such as the rate of tamping, number of passes, number of insertions per sleeper, depth of insertion and optimum frequency of vibration for the tamping, squeezing pressure and tamping cycle shall be in line with the approval of Engineer.
- (5) Concurrent with the tamping and lining, the ballast shoulders and the sleeper cribs shall be compacted with suitable equipment as approved by the Engineer.
- (6) This item of work envisage compaction of shoulder & crib ballast after carrying out the packing operation including boxing of ballast.
- (7) The ballast profile after compaction should conform to the profile as per Railway drawings and instructions of Engineer-in-charge.
- (8) The measurements for payment shall be in running track meter.
- (9) Compaction shall be done with portable shoulder ballast compactors which are to be procured by the contractor from an approved firm, at his own cost.
- (10) The extent of compaction and its quality shall be upto the satisfaction of the Engineer-in-charge.
- (11) The rate includes the cost of operation and maintenance of the machine by the contractor.
- (12) Adequate numbers of compactors shall be deployed and used to carry out the compaction in a continuous patch within reasonable time.

### 2.8.9 Welding and De-stressing

- (1) The welding of rail joints to convert the track into LWR/CWR shall be done in accordance with the provisions in as specified in the bid document followed by de-stressing where needed as per the temperature records maintained at site at the time of threading.
- (2) The work shall conform to IRS specification No. T-1965, fusion welding of Rails by Alumine thermic process with the latest amendments.
- (3) The welded joint will be furnished to the following tolerance.
  - i. **Vertical Alignment:**  
Variation not more than +0.1(-) 0 mm at the end of one-meter straight edge placed centrally.
  - ii. **Lateral Alignment:**

Variation not more than +0.5mm measured at the centre of one meter straight edge.

**iii. Head finishing on sides:**

Variation not more than +0.3mm at the centre of 10mm straight edge on both sides of the rail head.

**iv. Finishing of top table service**

Finishing not more than +0.4 (-) 0mm at the end of 10mm.

- v. Web zone (underside of need web, top of based and fill its and underside of rail): +10mm for thermit welding (-) 0mm
- vi. The aforesaid tolerances are only applicable in case of new rails but in case of existing rails, the tolerance should be decided at site between contractor and Railway Engineer.

Only such joints will quality for payment as per finished to the above tolerances.

- (4) The work of thermit welding of rail joints shall be done.
  - i. Outside the track on cess or in depots.
  - ii. In situ, under traffic on block or with caution order deemed fit by the Railway.

In case of (ii) above, the contractor shall have no claim whatsoever against the Railway, even if suitable time under block/caution order is not available. However appropriate extension to time of completion will be given by the Railway.

- (5) The rails to be welded conform to IRS specification No. 11-1936/IRS specification No. 12/53/T/12-55/1/12/54 and also amended upto date. The Railway shall be entitled at any time during the current of the contract.
- (6) The Railway shall be entitled at any time during the current of the contract to increase or decrease the approximate total quantities of each item shown in the side contract by not more than 25% and quill give responsible notice in writing of any such increase or decrease the approximate to the contractor.
- (7) The contractor will be responsible for ensuring that the Rails are brought to correct alignment and level before welding.
- (8) In case the finishing of the joints is carried out by the Rly. With its own grinding machines and grinding stones, the contractor will still be responsible for the supervision so far as the quality of the finish is concerned. The contractor shall provide the necessary supervisory staff from his side at his own cost.
- (9) The contractor should be able to deploy sufficient number of welding supervisors for carrying out the work. The contractor should organize the work at sufficient number of locations with adequate plant and equipment, so as to obtain the prescribed progress of work.
- (10) The contractor shall not carry out any work between sunset and sunrise. He should made his own arrangements to protect the work against wind and weather during the course of actual execution.
- (11) Work to be done by the Railway:  
The Railway will provide a permanent way official for supervision of the work.
- (12) The permanent way supervisor in charge of the work will make necessary arrangements for safe working and traffic block. The arrangement made by the Railway for safe working will not relieve the contractor of his liability for



indemnifying to Railway against all costs, damages, charges or expenses as per clause 54 or clause 57 of the General conditions of contract 1956 in case the Railway has become liable to cost damages, charges or expenses due to the negligence of the contract.

- (13) The Railway shall remove all kinks and twist in the rail particularly within 2 meters of each and before handling the same over to the contractor for welding.
- (14) During the course of the work the contractor will be responsible for.
  - i. Pulling out rails and/or cut rails for creating gap for welding the correct amount to be specified by the Contractor.
  - ii. Shifting sleepers to insert wooden blocks and wedges for alignment.
  - iii. Pulling back rails repack sleepers after welding.
  - iv. Providing cut pieces after removing any spoil joint by cutting.
  - v. Opening out fish plates, bolts, nuts, keys and putting them back when necessary and
  - vi. Providing required quantity of petrol, labour for cleaning of joints free from grass under contractor's supervision.
- (15) Welding during rains will not be permitted except in certain sections as may be decided by Chief Engineer. The Railway will make available for the work free of cost survey umbrella during the monsoon season.

#### **2.8.10 Installation of Turnouts, Derailing Switches and Switch Expansion Joints**

- (1) The assembly sequence of turnouts, derailing switches and rail expansion joints shall be submitted for Engineer's approval as part of the overall method statement for preassembly, handling, storage, transportation, unloading and installation.
- (2) All turn-outs, derailing switches and SEJs shall be fully preassembled in a workshop/contractor's yard as per the specifications of the manufacturers duly approved by the Engineer for the inspection and approval of the Engineer, prior to laying at site.
- (3) The Contractor shall provide all gauges and measuring equipments and assistance required for complete check of preassembled lay-outs.
- (4) After approval the turnouts, derailing switches and rail expansion joints shall be dismantled, transported to site and laid by cranes on ballast bed prepared, as described in as specified in the bid document.
- (5) All turn-outs and derailing switches laid in track shall comply with the provisions given in Para 12.40 of Indian Railway Signal Engineering Manual. The Contractor shall interface and ensure the designed switch opening while fixation of the first stretcher bar by designated signalling contractor.
- (6) The gap at SEJs shall be adjusted after necessary distressing of LWR/CWR on either side and as per the provisions in IR manual.

#### **2.8.11 Installation of Glued Insulated Rail joints**

Normally glued insulated rail joints shall not be required over the project due to joint less technology being adopted for track occupancy detection arrangement. However, wherever these are required following stipulations shall govern:-

- (1) The glued insulated rail joints, manufactured in the plant as per approved design specifications shall be laid in track at predetermined locations in consultation with designated signaling contractor and as approved by the Engineer in Working Drawings.
- (2) Except in the case of Glued Insulated rail joints in the turn-out zone, its positioning with respect to the approach shall be such as to keep a minimum distance of 6.00m from an existing weld in the rail.

#### **2.8.12 Connection to Existing IR Track**

- (1) Contractor may be required to dismantle the existing Indian Railway track/DFCCIL track as per the approved yard plan and lay new railway track as per item specified in BOQ.
- (2) Before approaching the IR track, specific written approval of Engineer shall be obtained so as not to cause unsafe working in the contiguous area.

#### **2.8.13 Track at Special Locations**

- (1) Provisions of IRPWM and LWR Manual, shall be followed while laying track at special locations like sand humps in yard, bridge approaches, approaches to yards, SEJ locations, level crossings, Insulated glued joints in LWR/CWR portions etc.

#### **2.8.14 TRACK DRAINAGE**

- (1) The drainage scheme/arrangement shall be constructed as per the agreed Drawings and methodology.

#### **2.8.15 FENCING**

- (1) The fencing shall be constructed as per the agreed Drawings and requirement.

#### **2.8.16 DRESSING OF BALLAST AND CLEANING OF TRACKS**

- (1) On completing the track works and after making up the desired track geometry up to laid down standards, the ballast track shall be properly dressed up in the sleeper cribs and in shoulders as per the IRS standards for LWR/CWR track.
- (2) The track and cess shall be thoroughly cleaned to a standard acceptable to the Engineer, immediately after installation and as required thereafter to maintain the standard until the arrangement of service trials.

#### **2.8.17 PERMANENT MARKERS**

- (1) Upon completion of the track installation following permanent markers shall be provided as per IRPWM and prior approval by the Engineer of their information, plates/boards, colour scheme and fixation arrangement:
  - a) Kilometer markers;
  - b) Change of gradient markers;
  - c) Curve reference markers;

- d) LWR/CWR reference markers;
- e) SEJ markers including its reference markers;
- f) Fouling point markers;
- g) Turnout markers.
- h) Land boundary pillars
- i) Level crossing markers
- j) Bridge boards/signages
- k) Fog signal locations
- 1) All markers required to be painted on rails for curves, turnouts and SEJs etc. shall be paint marked by the Contractor as per IRPWM.

## **2.9 INSPECTION and ACCEPTANCE**

### **2.9.1 General**

- (1) A thorough track inspection shall be carried out jointly by the Contractor and the Engineer prior to acceptance of the Works.
- (2) The proforma for the measurement of the track parameters to be submitted by the Contractor shall be as per the provisions of IRPWM in this regard.
- (3) Other than meeting the mandatory requirements of track parameters in floating condition of track stipulated in the bid document, the track shall also fulfil the requirements of riding quality stipulated in the bid document, before declaring as acceptable.

### **2.9.3 Track Tolerances**

- (1) The track parameters for the completed track works shall be measured by the Contractor and confirmed by the Engineer in a format acceptable to the Engineer  
Track tolerances as indicated in point are measurements floating condition of the track.
- (2) All the track measurement shall be taken in the unloaded condition by methods and equipment approved by the Engineer prior to the commencement of the measurements.
- (3) The dimensional tolerances shall comply with the following:
  - a) Maximum difference of any point in relation to the design:
    - 1. Vertical: +/- 10mm
    - 11. Horizontal: +/- 10mm
  - b) Gauge with reference to 1676mm
    - 1. Maximum variation over the prescribed track gauge +3mm to 0mm
    - 11. Maximum variation in track gauge from sleeper to sleeper 1mm/sleeper
    - 111. Average track gauge over 100m length +1.8mm to 0 mm
  - c) Misalignment: +/- 5mm
  - d) Top +2mm to -1mm
  - e) Maximum deviation of versine on a 20.0 metres chord: +/-5mm
  - f) Cant/Cross Level:
    - I. Straight and curved track +/-3mm
    - II. Sleeper to sleeper variation of cant/cross level +/-1mm
  - g) Twist:
    - 1. On straight or circular curved track: +/- 1mm/m
    - 11. On transition curves: +0.5mm/m on design

#### h) Turnouts

- |  |                   |
|--|-------------------|
| 1. Stock rail joint in the longitudinal section:   | +/- 15mm;         |
| 11. Nose to nose of X-ings in a cross over:  | +/- 10mm          |
| 111. Flange-way clearance at the end of the switch planning:   | +5.0mm to 0.00mm; |
| iv. Switch Toe opening:  | +1.0mm to -0.0mm; |
| v. Switch Toe square-ness:   | 5.0mm;            |
| vi. Deviation of measured versine over the design value for the switches, intermediate track and curved crossings (measured over a 6.0 metre overlapping chord): | +/- 3.0mm;        |
| vii. Sleeper spacing:  | +/- 10mm;         |
| viii. Sleeper out of square:   | +/- 5.0mm         |
| ix. Fishplate joint square-ness across the track:  | 10mm;             |
| x. Gauge at SEJs:  | +/- 1.0mm;        |
| xi Gap at the opening of the SEJs:   | 2.0mm;            |
| xii. Out of square-ness of switch rails of SEJs:   | +/- 2.0mm.        |

#### (4) The base of the measurement shall be as below:

- a) Gauge checked every ten (10) sleepers at 18mm below the head of the rail;
- b) Cross level, twist and cant measured every 3.0 metres;
- c) Versines in the lead portion of turnouts every 3.0 metres;
- d) Versines in horizontal curves and transitions every 10.0 metres with an overlapping 20.0 metre chord;
- e) Vertical curves will be checked with a 10.0 metre overlapping chord.

#### (5) No individual component shall exceed the track tolerance limit.

### 3.0 RECORDS

#### 3.1 REGISTERS FOR MAINTENANCE

- (1) After completion of works, Contractor shall produce the following registers similar to the ones in use over **IR** and as per IRPWM, **IRPWWM** as under: -
- I. Points and Crossing.
  - II. LWR
  - III. Ballast
  - IV. Zero Missing Fitting
  - V. Curve Register
  - VI. Gradient Register
  - VII. SEJ Register
  - VIII. Track Diagram
  - IX. Yard Plan
  - X. Yard Diagram
  - XI. Any other registers as directed by Engineer to be used during maintenance.

### 4.0 SECURITY

- (1) The Contractor shall be responsible for the security of the Site for the full time the Site is in its possession, except for the specific case of the Railway Envelope after handover to the Employer.

- (2) The Contractor shall always maintain all Site boundary fences in good condition, and shall so arrange site boundary fences at all access drainage points of work areas that its use of such access points etc., is not restricted by the system or method of achieving the required security measures.
- (3) Notices shall be displayed at intervals around the Site to warn the public the dangers of entering the Site.
- (4) During the progress of the Works the Contractor shall maintain such additional security patrols over the areas of the Works as may be necessary to protect its own and its sub-contractor's work and equipment and shall co-ordinate and plan the security of both the work under this Contract and the work of others having access to and across the Site and the Works.
- (5) The Contractor shall liaise with the sub-contractors and the contractors responsible for the adjacent and other interfacing contracts and ensure that coordinated security procedures are operated, in particular in respect of vehicles permitted to pass through the Site and/or the adjacent sites in the latter periods of the Contract.

## **5.0 SAFETY**

**5.1 PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DAMAGE TO RAILWAY INSTALLATIONS:** Before starting any track work the Engineering incharge of the section shall ensure that he has complete knowledge of the following aspects: -

- I. Name & Address of the contractor assigned to execute the work.
- II. Contractor's list of the number(s) of individual vehicle(s), name and license particular of the driver(s) proposed to be used.
- III. At such of the locations where contractor/s road vehicle are permitted to play adjacent to the running lines and yard, an experienced trackman shall be deputed as flagman at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.
- IV. If the work to be executed is in proximity of the running railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the engineer or his authorized representative. No claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the rescheduling of the operations for any other reasons on this account.
- V. The contractor shall take all precaution measures in order to ensure protection of his own personnel moving about or working in the Railway premises and shall have to conform to the rules and regulations of North Central Railway. If any unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.
- VI. Within the station premises, especially on passenger platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accident. The work must be carried out most

carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.

- VII. The contractors shall see that no change is caused to railway signalling and transmission wire stations, installation, communication lines, electric devices, train of any kind, fencing, as well as any rolling stock and in general to all Railway installation and equipment in case of any damage is caused to these due to the fault of the contractor on the part of any one on his behalf all repairs there required will be carried out by the Railway at the entire cost of the contractor and amount of expenses thus incurred will be recovered from the payment due to him.
- VIII. The contractor shall employ one suitable supervisor to supervise the work at site. Though all the work relating to the safety of running trains shall be executed under railway Supervisor and presence of qualified supervisor from the contractor's site is a must at the site of work. Contractor shall provide 150mm thick white line with lime at a distance of 3.5m from center of nearest existing track. This white line shall be in the entire length where work is going on and/or the vehicle/machinery is plying along the track. Nothing extra shall be paid for this.
- IX. Barricading with the help of portable fencing shall be provided in the length where the days work is to be done in close vicinity of the track. The fencing shall consists of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be of 1.2 m height. This will be placed at a distance of 3. 5 M from centre line of the nearest track. No extra payment shall be done for this.
- X. Contractor shall ply road vehicle only between Sunrise and Sunset. In case of emergency where it is necessary to work during night hours, sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working.
- XI. Look out man shall be posted where necessary.
- XII. The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- XIII. While digging in station area, if any cable is found, digging should be stopped and concerned signalling/electrical staff should be informed immediately.
- XIV. There shall be proper communication system available at the work site.
- XV. Machine/vehicle shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m of clear track centre, track shall be protected as per para 806(i) of IRPWM and shall be done in the presence of the Railway employee authorized by the Engineer-In -Charge. The Railway employee so deputed shall ensure safety of track, with banner flag, hand signal, lamps and detonators.

- XVI. In case, work is planned to be done within 3.0m of center line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per para No.806 and 807 of IRPWM are taken.
- XVII. Normally, night working shall be avoided. A night working shall be permitted by ADEN/DEN in writing. One inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this.

## **5.2 SAFETY OF TRACK AND MEN:**

- I. The tendered must note that the work is to be executed in the close proximity of running track. All labour and staff must be aware of the running trains. No tools and plants should be brought near the track to infringe the schedule of dimensions. Work very near to the track will be done only under the personal supervision of the authorized representative of the Engineer. Railway will not be responsible for any loss of life or property or delay in speed restrictions/block. It may be ensured that no shuttering scaffolding etc. infringes the schedule of dimensions at any time.
- II. It may be noted by the contractor/tenderer that excavation/concreting in foundations is to be done in close proximity of the running track. No temporary arrangements are proposed in the running track to carry out the excavation/concreting. As such contractor may have to do additional works like shuttering, shoring, timbering etc. as per the direction of Engineer-in-charge, so that the earth does not give way underneath the track and is fully protected and there is no interruption to the movement of the Railway Traffic.

## **5.3 SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREAS:**

- I. No electrical work close to running track shall be carried out without permission of railway representative.
- II. A minimum distance of 2m has to be maintained between live OHE maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- III. No electric connection etc. can be tapped from OHE.
- IV. Authorized OHE staff should invariably be present when the relaying work of any major work is carried out.
- V. Power block is correctly taken and permit to work is issued. The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and if connected for work, they are reconnected properly when the work is completed. The track level is not raised beyond the permissible limit.



# **MILESTONES AND TIME SCHEDULE**

## **PART-II**

### **CHAPTER - II**

#### **MILESTONES AND TIME SCHEDULE**

##### **4.1.1 Time Schedule:**

###### **4.1.1.1 Time of start and completion:**

The time allowed for execution of the works is 03 months (Three months) from the date of issue of letter of acceptance from DFCCIL.

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

The contractor shall be expected to complete the whole work ordered on the contractor within 03 months (Three months from the date of issue of Acceptance Letter by DFCCIL.

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

###### **4.1.1.2 Progress of works:**

The contractor shall submit a programme of work in the form of a Bar Chart of all the activities in consistence with milestone target envisaged below. In case this bar chart requires to be modified, the Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated as 03 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Engineer and the contractor within the limitation of 15 months as overall completion period.

##### **4.1.2 Achievement of milestone progress:**

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

constitute the ground for failure on the part of contractor for maintaining progress of the work as per agreed programme.

<b>Milestone Targets</b>	<b>Time allocated within which Milestone be completed to achieve completion in total 03 (Three) months' Time</b>
(a) Physical commencement of work	D + 10 days
(b) Mobilization of equipments	D + 15 days
(c) Full mobilization of plant , machinery, men and material	D + 20 days
(d) Completion of skeleton linking	D + 45 days
(e) Completion of top ballasting & temping	D + 75 days
(f) Completion of connection with IR and modification of DFCC track in the designed alignment	D + 85 days
(g) Testing, final finishing and clearance/tidying up of site completely	D + 90 days

**Note:**

1. "D" is the date of issue of Letter of Acceptance by DFCCIL to the contractor.
2. These Milestones shall be further broken down and planned in detailed on MS Project/ Primavera if required.
3. Land/Right of Way shall be handed over to contractor as soon as it is ready in sequential manner.

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

## **PART- II**

### **CHAPTER - III**

#### **TENDER FORMS**

<b>FORM No.</b>	<b>SUBJECT</b>
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
Form No.10	Draft Agreement for JV
Form No.11	Pro-forma of Participation from each partner of JV
Form No.12	Power of Attorney for authorized signatory of JV Partners
Form No.13	Power of Attorney to lead partner of JV
Form No. 14	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
Form No. 20	Format of Integrity pact
Form No. 21	Declaration by Contractor
Form No. 22	Standard format of the affidavit to be submitted by the bidder

**OFFER LETTER**

Tender No. ....

Name of work - P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway.

To,  
The Managing Director,  
DFCCIL,

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 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along

- with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name .....

In the capacity of .....

Signed .....

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

Date .....



**TENDERER'S CREDENTIALS**

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

**TECHNICAL ELIGIBILITY CRITERIA DETAILS**

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

<b>Similar Contract No.</b>		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor <input type="checkbox"/>	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:		
<b>Description of the similarity in accordance with Criteria 1.3.13(i)(A)</b>		

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

Signature of the  
Tenderer with Seal

**FINANCIAL ELIGIBILITY CRITERIA DETAILS**

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

**Name of Bidder/JV Partner**

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

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

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

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

Signature of the  
Tenderer with Seal

### APPLICANT'S PARTY INFORMATION FORM

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <i>[insert full name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
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 **P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway**.as per Tender paper No **TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE-CONNECTION** at Annexure "A" here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for **P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway**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

---

Signature of tenderer (s)  
with seal

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seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official  
Name of the official

Signature of the authorized official  
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

**SIGNED, SEALED AND DELIVERED**

By the said

\_\_\_\_\_Name

By the said

\_\_\_\_\_Name

on behalf of the Contractor in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

on behalf of the Employer in the  
presence of:

Witness \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Enclosures:-

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

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

9. This guarantee shall be valid upto \_\_\_\_\_(Date of expiry of defect liability period 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. \_\_\_\_\_

**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 / DFCCIL/Tundla or his successor (hereinafter referred to as “The Employer”) all materials for which “On Account” payments have been made to us against the Contract for ( \_\_\_\_\_ ) on the section \_\_\_\_\_ DFCCIL also referred to as Group/s \_\_\_\_\_ vide letter of Acceptance of Tender \_\_\_\_\_ dated \_\_\_\_\_ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief General Manager/DFCCIL/Tundla 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 2019  
 for and on behalf of  
 M/s \_\_\_\_\_ (Contractor)  
 Signature of witness  
 Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS  
MANDATE FORM**

Date :-

To,

GM (F) / GGM (F)

DFCCIL, New Delhi.

Sub : ECS / NEFT / RTGS payments

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

Name of Bank	
Name of City	
Bank Code No	
Name of Bank Branch	
Branch Code No	
Address of Bank Branch	
Telephone Number of Bank Branch	
Fax No of Bank Branch	
Name of customer / Tenderer as per account	
Account Number of Tenderer appearing on cheque book	
Type of Account (S. B. / Current / Cash credit)	
IFSC code for NEFT	
IFSC code for RTGS	
9-Digit-code number of the bank and branch appearing on the MICR cheque issued by the bank.	
Details of Cancelled Cheque leaf	
Telephone no of tenderer	
Cell Phone Number of the tenderer to whom details with regard to the status of bill submitted to	

Signature of tenderer (s)  
with seal

Accounts Office i.e Co6 & Co7 & Cheque Purchase Orders particulars can be intimated through SMS	
Tenderer's E - mail ID	

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

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

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

**and**

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

**and**

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

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

**WHEREAS:**

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

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

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



proportionate share in the Joint Venture is as under:

(a) Lead Partner;

(i) .....

(ii) .....

(iii) .....

(b) Joint Venture Partner

(i) .....

(ii) .....

(iii) .....

[Similar details to be given for each partner]

## **5. JOINT AND SEVERAL RESPONSIBILITIES**

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

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

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

## **7. EXECUTIVE AUTHORITY**

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

## **8. BID SECURITIES**

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

## **9. BID SUBMISSION**

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

## **10. INDEMNITY**

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

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

**12. DOCUMENTS & CONFIDENTIALITY**

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

**13. ARBITRATION**

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

**14. VALIDITY**

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

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

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

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

**17. NOTICES**

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

Lead Partner

.....  
(Name & Address)

Other Partner(s)

.....  
(Name & Address)

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

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

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

**DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

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

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

**A. CONDITIONS AND TERMS OF JV AGREEMENT**

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

**B. SCHEDULES**

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

\*\*\*\*\*

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

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

No....

Dated

From:

.....  
.....

To,  
The Managing Director,  
**Dedicated Freight Corridor Corporation of India Limited**  
Pragati Maidan Metro Stn. Building Complex.,  
New Delhi 110001.

Gentlemen,

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

Ref: Your notice for Invitation for Bid (IFB) No. **TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE-CONNECTION** dated.....

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

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

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

OR

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

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

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

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

**Company Seal** \* Delete as applicable

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

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

**POWER OF ATTORNEY\***

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

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

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

Dated this the ..... day of ..... 2015.

**(Signature of authorised Signatory)**

**Signature of Lead Partner**

**Signature of JV Partner(s)**

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

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**\*Notes:**

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

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

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

**POWER OF ATTORNEY\***

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of **P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway.**

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

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

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

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



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

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

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

Dated this the ..... Day of ..... 2015

.....  
(Signature)

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

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

**PROFORMA FOR TIME EXTENSION**

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

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

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

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

Dear Sir,

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

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by \_\_\_\_\_ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

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

Stamp/Seal of the Employer

**CERTIFICATE OF FITNESS**

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

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.

(a) refusal to grant certificate, or \_\_\_\_\_  
(b) revoking the Certificate \_\_\_\_\_

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

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

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

**PROFORMA OF 7 DAYS NOTICE**  
**DFCCIL**  
(Without Prejudice)

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

Dear Sir,

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

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

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

To

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

Dear Sir,

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

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

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

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

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

Dear Sir,

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

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

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

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

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

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

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

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

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

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

This guarantee is valid till .....

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

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



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

The expressions "the Employer", "the Bank" and "the contractor" 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 the .....day of ..... being herewith duly authorized.

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

Signature of Authorized Bank Official

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

..... in the presence of

Witness 1

Signature .....

Name .....

Address .....

Witness 2

Signature .....

Name .....

Address .....

**PRE CONTRACT INTEGRITY PACT****General**

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

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the CLIENT**

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

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

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

### **Commitments of BIDDERS**

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

- 3.4 \* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the 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 during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

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

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

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favor of \_\_\_\_\_.
  - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

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

- (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)

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

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



- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.
- 8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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



## 12. Validity

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

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

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

CLIENT

Name of the officer

Designation

Deptt./Ministry/PSU

Witness witness

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

Note:

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

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

BIDDER

CHIEF EXECUTIVE OFFICER

**Declaration for Site investigation**

**Name of Work P-Way linking and other related works for connection of UP loop line of Bhaupur station (IR) with New Bhaupur station of DFCC in connection with construction of Bhaupur –Khurja New BG line of EDFC-1 between New Bhaupur and New Khurja station of EDFC & in between CNB-TDL-GZD Section of North Central Zonal Railway.**

**Tender No:- TDL/EN/BHU-KRJ-TRACKWORK/BHU-UP-LINE-CONNECTION**

We, (Name of contractor.....) have examined the site and scope of work for above subject cited work and tender no referred above.

And accordingly, the rates quoted by us are including all incidental works may occur during the course of executing of subject cited work

Signature of the  
Tenderer with Seal

**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE  
TENDER DOCUMENT**

**(Clause 1.3.13(iii), Part - I, Chapter - III)**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer) \*\*

Tender Notice No.....

Name of Work:.....

I .....(Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s ..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of .....

.....as per the tender No..... of (..... Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

**1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.**

**2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.**

**3. I/we hereby declare that I/we have downloaded the tender document from the website [www.tenderwizard.com](http://www.tenderwizard.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.**

**4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.**

**5. I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**

**6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR/DFCCIL. Further, I/we (insert name of the tenderer) \*\*..... and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

#### VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

# DRAWINGS

## PART – III

### DRAWINGS

#### 5.1 General Arrangement Drawings with Key Plan:

S. No.	Particular	(Tentative) DRAWING No.
1	CROSSING SUB-ASSEMBLY FOR 1 IN 12 CANTED TURNOUT 555-60E1 ON PSC SLEEPERS	VAEVKN05107-03
2	WELDABLE CAST MANGANESE STEEL CROSSING 1:12 FOR CANTED TURNOUT 60KG ON PSC SLEEPERS	VAEVKN04745-01
3	HOLE POSITION OF CONCRETE SLEEPERS NO. 15 TO 16 FOR 1:12-555-60E1/60KG CANTED DERAILING SWITCH	VAEVKN05700-02 & VAEVKN05701-02
4	PRESTRESSED CONCRETE SLEEPER FOR 25t AXLE LOAD FOR B.G. ON 136 RE RAILS	RDSO/T-7008
5	HOLE POSITION OF CONCRETE SLEEPERS NO. 93 & 94 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05273-01
6	HOLE POSITION OF CONCRETE SLEEPERS NO. 84 TO 92 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05264-01 TO VAEVKN05272-01
7	ASSEMBLY FOR IMPROVED SWITCH EXPANSION JOINT FOR LONG WELDED RAIL (WITH 80mm MAX. GAP) FOR 1676mm GAUGE AND 25T AXLE LOAD WITH 60Kg. (UIC) ON PSC SLEEPERS	VAEVKN05794-01
8	HOLE POSITION OF CONCRETE SLEEPERS NO. 77 TO 83 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05257-01 TO VAEVKN05263-01
9	HOLE POSITION OF CONCRETE SLEEPERS NO. 67 TO 76 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05247-01 TO VAEVKN05256-01
10	HOLE POSITION OF CONCRETE SLEEPERS NO. 63 TO 66 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05243-01 TO VAEVKN05246-01
11	HOLE POSITION OF CONCRETE SLEEPERS NO. 39 TO 62 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05219-01 TO VAEVKN05242-01
12	HOLE POSITION OF CONCRETE SLEEPERS NO. 28 TO 38 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05208-01 TO VAEVKN05218-01

Signature of tenderer (s)  
with seal

13	HOLE POSITION OF CONCRETE SLEEPERS NO.17 TO 27 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05197-01 TO VAEVKN05207-01
14	HOLE POSITION OF CONCRETE SLEEPERS NO.15 TO 27 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05195-03 TO VAEVKN05207-03
15	HOLE POSITION OF CONCRETE SLEEPERS NO.13 & 14 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05188-03, VAEVKN05193-03 & VAEVKN05194-03
16	HOLE POSITION OF CONCRETE SLEEPERS NO. 6 & 7, 9 TO 12 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05186-03 & 05187-03 VAEVKN05189 TO 05192-03
17	HOLE POSITION OF CONCRETE SLEEPERS NO. 4 & 5 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05184-01 & VAEVKN05185-01
18	HOLE POSITION OF CONCRETE SLEEPERS NO. 2 & 3 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05182-03 & VAEVKN05183-03
19	HOLE POSITION OF CONCRETE SLEEPERS NO. 1 FOR 1:12-555-60E1/60KG CANTED TURNOUT	VAEVKN05181-01
20	PROPOSED DFCC NEW BHAUPUR JUNCTION STATION YARD PLAN REVISED	DFC/CNB/2011/X-ING/2
21	PLAN SHOWING CONNECTION OF UP LOOP LINE OF DFCCIL AT NEW BHAUPUR STATION	NIL

**Notes:**

1. Drawings are attached as a part of tender document.
2. These GADs are indicative and for reference only.
3. The work shall be done as per final / detailed drawing