



**Tender No.:** JP-EN-BI-JP-2023-16

**Name of Work :-** Providing Consulting Services for Detailed Technical Inspection of ROBs and Railway Flyovers including NDT testing as per requirement and relevant guidelines and submitting detailed report including suggesting suitable corrective measures wherever required under the jurisdiction of CGM/DFCCIL/Jaipur from New Rewari to New Kishangarh section of WDFC.

**Single Packet  
OPEN E-TENDER**

**TENDER DOCUMENT  
(NOT TRANSFERABLE)**

**August-2023**

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

**INDEX**

<b>PART</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
<b>PART - I</b>	Notice Inviting Tender	3
<b>PART – II</b>	Instructions to bidders for Online bidding & Checklist	6
<b>PART – III</b>	Preamble & General Instructions To Tenderers	10
<b>PART – IV</b>	General Conditions of Contract	35
<b>PART – V</b>	Special Conditions of Contract	68
<b>PART-VI</b>	Milestones And Time Schedule	106
<b>PART-VII</b>	Tender Annexures & Forms	107
<b>PART-VIII</b>	Drawings	158

**Note:- Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.**

**PART-I**

**NOTICE INVITING TENDER**



### NOTICE INVITING TENDER (NIT)

Chief General Manager /Jaipur for and on behalf of DFCCIL invites e-tenders on Single packet system on prescribed forms from firms/Companies having requisite experience and financial capacity for execution of the following work:-

1	E-Tender No.	JP-EN-BI-JP-2023-16
2	Name of Work	Providing Consulting Services for Detailed Technical Inspection of ROBs and Railway Flyovers including NDT testing as per requirement and relevant guidelines and submitting detailed report including suggesting suitable corrective measures wherever required under the jurisdiction of CGM/DFCCIL/Jaipur from New Rewari to New Kishangarh section of WDFC.
3	Estimated Cost of Work	<b>Rs. 34,48,550.00/-</b> (Rs. Thirty Four Lakh Forty Eight Thousand Five hundred Fifty only) (including of GST)
4	Completion Period	<b>04 (Four months)</b>
5	Tender Fee	Rs. 3,000/- (Rs. Three Thousand only) + 18 % GST 3,540/- to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
6	Bid Security (Earnest Money)	<b>Rs 69,000/-</b> to be paid online through payment gateway provided at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
7	Download bid documents up to	15:00 Hrs. of 08.09.2023 on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
8	Last date & time of online receipt of bid	15:00 Hrs. of 08.09.2023 on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
9	Date and time of Online opening of bid	15.30 Hrs. of 08.09.2023 on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
10	Validity of offer	60 Days from the date of opening of tender.
11	Security Deposit	5% of Contract value
12	Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (twenty one) days from the date of issue of Letter of Acceptance (LOA), amounting to Five percent (5%) of the contract value in the form as given in clause 16.4 of GCC.
13	Address of Communication	Office of the Chief General Manager, Dedicated Freight Corridor Corporation of India Ltd.C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur - 302020. Tel: 0141-3103232,Website: <a href="http://www.dfccil.com">www.dfccil.com</a>
14	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature,

		contact at Help desk of <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> and phone No.-011-23761525
15	Availability of Tender Documents	The Tender documents can be downloaded from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> Tenderer who wishes to view free Notification and Tender Documents can visit <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, which shall be issued at least 15 days in advance of date of opening of tender and placed on the website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> only.

**Note-1.** Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. Payment of Tender Document fee in respect of e-tendering, should accept through net banking or payment gateway only. The Bid Security (EMD) shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. Any tender received without Bid Security or cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

2. Eligibility shall be as per the special condition this document.
3. The Offer shall be valid for 60 days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity The Bid Security of such tenderers shall be forfeited.
4. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website [www.ireps.gov.in](http://www.ireps.gov.in) Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer's failure to submit his offer, will not be accepted. No request for extension of the Tender Due Date shall be considered.
5. The tender documents shall be submitted in online mode only through website [www.ireps.gov.in](http://www.ireps.gov.in). Detailed credential as per the requirement of eligibility criteria and all Schedule are to be submitted in online mode.
6. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
7. Any further addendum/Corrigendum for this tender will be posted in DFCCIL tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.

8. DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
9. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them, 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. 8 of Notice Inviting Tender.
10. Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.

**Chief General Manager  
DFCCIL, Jaipur**

## **PART-II**

### **Instructions to Bidders For Online Bidding & Check List**

### A. Instructions to bidders for online bidding

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

E-tendering site- <https://www.ireps.gov.in> / its link at [www.dfccil.com](http://www.dfccil.com) (Help desk of IREPS: 011 -23761525). The tenderer/bidders must have Class-III Digital Signature Certificate & must be register on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

#### Instructions:-

1. **Bidding Methodology:** Online Bid System
2. **Broad outline of activities from Bidders perspective:-**
  - a. Procure a Digital Signing Certificate (DSC)
  - b. Register on Electronic Tendering System (ETS)
  - c. Create Users and assign roles on ETS
  - d. View Notice Inviting Tender (NIT) on (ETS)
  - e. Download Official copy of Tender Documents from ETS.
  - f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
  - g. Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online.
  - h. Attend Public Online Tender Opening Event (TOE) on ETS.
  - i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.
3. **Digital Certificate:**

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).
4. The Tender documents can be downloaded from the website: [ireps.gov.in](http://ireps.gov.in) and to be submitted in the e - format, before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
5. Physical copy of the tender documents would not be sold /accepted.



**6. List of Contact persons & Bank details for this tender details of DFCCIL**

DFCCIL Contact- 1	Sh. Yashwant Singh
Telephone/Mobile No.	9001845800
E-mail ID	ysingh@dfcc.co.in

DFCCIL Contact- 2	Sh. Sanjay Gupta
Telephone/Mobile No.	8003899325
E-mail ID	sgupta@dfcc.co.in

Name	CPM DFCCIL Jaipur
Bank account number	369201010054636
IFSC code	UBIN0536920
Bank Name	Union Bank of India
Bank Branch	Bapu Nagar, Jaipur (Rajasthan)

**7. Modification / Withdrawal of bids:**

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

**8.** DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on ireps.gov.in and www.dfccil.gov.in. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.

**9. Other instructions**

- a) It is recommended that the Tenderer/vendor should visit the portal (ireps.gov.in), peruse the information provided under the relevant links and login to it and upload documents of bid.
- b) 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.

**B. Check list**

<b>CHECK LIST</b>			
<b>CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S)S BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SUBMITTING THE TENDER DOCUMENT :-</b>			
<b>S. N</b>	<b>Para in tender document</b>	<b>Documents</b>	<b>Done or Not</b>
1.	Para 1.8 of Part III	Tender form (Annexure no I)	
2.	Para 2.14 of Part-III	Format for certificate to be submitted / uploaded by tenderer along with the tender documents (Annexure no V)	
3.	Para 5 of Part-III	Bid security in accordance with Para 5 with Part –III of Preamble and General Instructions to Tenderers. (Bid security) bank guarantee bond from any scheduled commercial bank of India. (Annexure –VIA) ) (If applicable)	
4.	Para 10.1 of Part III	Technical eligibility criteria details (Form no-2A)	
5.	Para 10.2 of Part III	Annual contractual turnover data for the previous 3/4 years (Annexure VIB)	
6.		Applicant's party information form (Form no-2C)	
7.		ECS/ NEFT / RTGS mandate form (Form no-3)	
8.		Pre contract integrity pact (Form no-5)	
9		Anti-profiteering declaration to whomsoever it may concern (Form no-6)	
10.	Para- 4 Part-III	Certificate for provision for medium & small enterprises (MSE) (If applicable)	
11.	Para-14 of Part-III	The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.	
12.	Para 11 of part III	Relevant documents as per para 11 of part III of Preamble and General Instructions to Tenderers.	
13.	All the Annexures & Forms properly filled up and relevant documents as per tender document, <u>(If applicable)</u> .		
14.	Rates to be quoted on rate sheet online only		

## **PART - III**

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

**PART-III**  
**PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS**

- 1.0** Dedicated Freight Corporation of India (DFCCIL) is a Public Sector Undertaking under the administrative control of Government of India (Ministry of Railways) for construction, maintenance and operation of the Dedicated Rail Freight Corridors. At present the company is undertaking construction of Eastern & Western corridors and has its corporate office at New Delhi and Field Units at various cities.

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.

**1.1 Dedicated Freight Corridor**

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

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

Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested . Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail / Road users.

**1.2 Scope of Work**

Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

**Providing Consulting Services for Detailed Technical Inspection of ROBs and Railway Flyovers including NDT testing as per requirement and relevant guidelines and submitting detailed report including suggesting suitable corrective measures wherever required under the jurisdiction of CGM/DFCCIL/Jaipur from New Rewari to New Kishangarh section of WDFC.**

- 1.3** 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. Tender document contains General Conditions of Contract and Special Conditions of Contract specific to this work and shall be applicable in the contract.

**1.4 Location-** Works are to be executed from New Rewari to Madar under the jurisdiction of WDFC.

However, DFCCIL reserves right to change the site of work anywhere in adjacent / adjoining area of the work, the contractor shall be bound to execute the work without any extra cost.

**1.5 Drawings for the Work:** The Drawing for the work can be seen in the office of the Chief General Manager/ DFCCIL/Jaipur at any time in working hours during working days. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Employer or his representative from time to time.

**(As per Clause No. 2 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

**1.6 Quantum of work and materials:** The indicative schedule of quantities of various items of works is included in form no 1 of tender Annexures & Forms of the tender documents.

**1.7 Schedule of Prices** form no 1 of tender Annexures & Forms of BID DOCUMENTS lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

**1.8 Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet
- (b) Special Conditions (enclosed)
- (c) Bill (s) of quantities (enclosed)
- (d) Standard General Conditions of Contract.
- (e) All general and detailed drawings pertaining to this work which will be issued by the Employer or his representatives (from time to time) with all changes and modifications.

**(As per Clause No. 1 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

**1.9 Cost of Tender documents downloaded from internet**

For submitting the tender, the Tender documents and Amendment(s), if any, is/are available on [www.ireps.gov.in](http://www.ireps.gov.in) and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document is indicated in NIT. The cost of the tender document shall be deposited through e-payment mode at [www.ireps.gov.in](http://www.ireps.gov.in) only. In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.

**1.10** Complete tender documents must be submitted online duly completed in all respect upto the scheduled date and time mentioned in the Notice Inviting E-Tender. 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) and [www.ireps.gov.in](http://www.ireps.gov.in).
- 2.1 **Form of Tender** - The Tender documents shall be in Single packets viz:- “containing All tender papers & Schedule of Prices. Detailed credentials as per the requirement of eligibility criteria and all tender papers including Summary of Prices and Schedule of Prices are to be submitted in "BID”.
- 2.2 **Tender Bid** - The Tender Bid shall be submitted through online only on website [www.ireps.gov.in](http://www.ireps.gov.in) as Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in tender document.
- 2.3 **Single Packet Tender-** This tender based on single packet tendering System.
- 2.4 **Two Packets System of Tendering:** Not Applicable.  
(As per Clause No. 7A of Part-I of GCC APRIL-2022, with up to date correction slip)
- 2.5 **Pre Bid Conference:** Not Applicable.  
(As per Clause No. 7B of Part-I of GCC APRIL-2022 , with up to date correction slip)
- 2.6 **Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.  
(As per Clause No. 7D of Part-I of GCC APRIL-2022 , with up to date correction slip)
- 2.7 Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.  
(As per Clause No. 4 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)
- 2.8 All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is: **Chief General Manager, Dedicated Freight Corridor Corporation of India Limited, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020, India** Telephone: +91-141-3103232, Electronic mail address: [sgupta@dfcc.co.in](mailto:sgupta@dfcc.co.in)
- 2.9 **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.  
(As per Clause No. 4 of Part-I of GCC APRIL-2022 , with up to date correction slip)
- 2.10 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.

2.11 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 Bid Security of all such tenderers shall stand forfeited.

2.12 **Withdrawal of Tender:** No tender can be withdrawn after scheduled date and time of submission and during tender validity period.

**2.13 Care in Submission of Tenders:**

(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 and 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 General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers 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. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(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 DFCCIL/Railways 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.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the DFCCIL/Railways 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/Railways 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.

**(As per Clause No. 6 of Part-I of GCC APRIL-2022, with up to date correction slip)**

2.14 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm /Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be, Non submission of above certificate(s) by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self

attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

**(As per Clause No. 6.1 of Part-I of GCC APRIL-2022 , with up to date correction slip)**

- 2.15 **Right of DFCCIL/Railways to Deal with Tenders:** The DFCCIL/Railways reserves the right of not to invite tenders for any of DFCCIL/Railways 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 reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by DFCCIL/Railways administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

**(As per Clause No. 7 of Part-I of GCC APRIL-2022 , with up to date correction slip)**

### **3.0 Opening of Tender:**

- (a) Tender will be opened at the scheduled date and time mentioned in the Notice Inviting E-Tender.
- (b) After the opening of tender documents of all the tenderers, these bids shall be scrutinized and analysed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (c) The Bid Security/earnest money of non-qualifying tenderers will be returned back within a reasonable period.

#### **3.1 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 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.
- d) 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:

- 3.2 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.

- 3.3 Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-



qualification of the Tender, the DFCCIL/Railways may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL/Railways shall not be entertained or considered. The DFCCIL/Railways request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the DFCCIL/Railways request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

**(As per Clause No. 7E of Part-I of GCC APRIL-2022 , with up to date correction slip)**

3.4 **Validity of Tender:-** Tenderer shall keep his offer open for a minimum period of 60 days from the date of opening of the tender or as mentioned in the Tender Notice.

3.5 **Tenderer's Address**

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

3.6 **Right of DFCCIL to Deal with Tenders**

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

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

3.7 The entire work is required to be completed in all respects within 03 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.

3.8 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 Bid Security (EMD) of such tenderers shall also be forfeited.

3.9 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.

- 3.10 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".
- 3.11 **Site Inspection:** Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc., and satisfy themselves with regard to the feasibility of transporting the girders, etc. from the yard to the final site of placement etc.
- 3.12 **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.
- 3.13 **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.
- 3.14 **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).
- 3.15 **Execution of Contract Document:** 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, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020 , as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from DFCCIL/Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by DFCCIL/Railways only after submission of valid Performance Guarantee by the Contractor. In such cases the DFCCIL/Railways may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the DFCCIL/Railways shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.  
(As per Clause No. 8 of Part-I of GCC APRIL-2022 , with up to date correction slip)

**3.16 Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally)

- (a) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

**(As per Clause No. 9 & 9B of Part-I of GCC APRIL-2022 , with up to date correction slip)**

3.17 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 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 Amendment, 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.

**4.0 Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

**(As per Clause No. 7C of Part-I of GCC APRIL-2022 , with up to date correction slip)**

**4.1 Provision for medium & small enterprises (MSE):** As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Bid security (Earnest Money).
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
  - (i) District industries Centers
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board

- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration. Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
  - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
  - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. **The above facilities shall not be applicable for the items for which they are not registered.**
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the Policy. The MSMEs shall also submit a copy “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP / <https://www.ireps.gov.in> failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP / <https://www.ireps.gov.in>.
9. The entitlement under this clause will be in accordance of Railway Board Letter No. 2010/RS (G) 363/1 dated 12.10.2017

**5. Bid Security:**

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

<b>Value of the Work</b>	<b>Bid Security</b>
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
  - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.
  - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
  - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the DFCCIL/Railways.
  - (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL/Railways shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period.
  - (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
    - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
    - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.
    - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the pecified period shall lead to summary rejection of bid.
    - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
    - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
    - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the \*\*\*\*\* Project**” and shall

clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**(As per Clause No. 5 of Part-I of GCC APRIL-2022 , with up to date correction slip)**

- 6. (a) Subject to exemptions provided under para 5(1) (a) of Part-III (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway/DFCCIL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the DFCCIL.
- (c) If his tender is accepted,
  - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
  - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
  - (iii)The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the DFCCIL shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

**(As per Clause No. 6 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

- 7. **Rights of the DFCCIL to deal with Tender:** 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 tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.

**(As per Clause No. 7 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the DFCCIL reserves the right to reject such tender at any stage.

**(As per Clause No. 8 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the DFCCIL shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the DFCCIL shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

**(As per Clause No. 9 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

**10. Eligibility Criteria:**

**10.1 Technical Eligibility Criteria: - Not Applicable**

**10.2. Financial Eligibility Criteria: Not Applicable**

**10.3 Bid Capacity: Not Applicable**

- 10.4** No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

**(As per Clause No. 10.4 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

**10.5 Not Applicable**

**11. Tenderer Credentials:**

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is/are not borne on the approved list of the Contractors of DFCCIL/Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure – V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) 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 DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.  
**(As per Clause No. 11 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**
- 12.** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.  
**(As per Clause No. 12 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**
- 13. Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the DFCCIL acting through the Chief General Manager/DFCCIL/Jaipur for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of DFCCIL as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).  
**(As per Clause No. 13 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**
- 14. Documents to be Submitted Along with Tender**



- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
  - (a) **Sole Proprietorship Firm:**
    - (i) All documents in terms of Para 10 of part III above.
  - (b) **HUF:**
    - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
    - (ii) All other documents in terms of Para 10 of the part III above.
  - (c) **Partnership Firm:**
    - (i) All documents as mentioned in para 18 of the part III.
  - (d) **Joint Venture (JV): Not Applicable.**
  - (e) **Company registered under Companies Act 2013:**
    - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
    - (ii) A copy of Certificate of Incorporation
    - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
    - (iv) All other documents in terms Para 10 of the part III above.
  - (f) **LLP (Limited Liability Partnership):**
    - (i) A copy of LLP Agreement
    - (ii) A copy of Certificate of Incorporation
    - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
    - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
    - (v) All other documents in terms of Para 10 of the part III.
  - (g) **Registered Society & Registered Trust:**
    - (i) A copy of Certificate of Registration

- (ii) A copy of Memorandum of Association of Society/Trust Deed
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) A copy of Rules & Regulations of the Society
  - (v) All other documents in terms of Para 10 of the part III above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of 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.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The DFCCIL will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**(As per Clause No. 14 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

*Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

**(As per Clause No. 15 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

16. **Employment/Partnership etc. of Retired DFCCIL/Railway Employees:**

- (a) Should a tenderer
- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the DFCCIL/Railways owned and administered by the President of India for the time being, OR
  - ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
  - iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

- the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.
- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the DFCCIL/Railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
  - c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the DFCCIL, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to

be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

**(As per Clause No. 16 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

**JOINT VENTURE (JV) IN WORKS TENDERS - Not Applicable**

- 17.0 Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.
- 17.1** Separate identity/name shall be given to the Joint Venture.
- 17.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 17.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 17.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 17.5 Bid Security shall be submitted by JV or authorized person of JV either as :**
- (i) Cash through e-payment gateway or as mentioned in tender document, or
  - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 17.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 17.8** Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc.,

provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

- 17.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and 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.
- 17.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV 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 and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL/Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 17.11.1** Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL/Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 17.11.2** Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 17.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.12** Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture 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.

**17.13** No member of the Joint Venture 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 DFCCIL in respect of the said tender/contract.

**17.14** Documents to be enclosed by the JV alongwith the tender:

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

**17.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

**17.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP

- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

**17.14.5** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

**17.14.6 All other documents in terms of Para 10 Part III above.**

**17.15 Credentials & Qualifying Criteria:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):**

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of

the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

*Note for Para 17.15.1:*

- a) The *Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

### **17.15.2 Financial Eligibility Criteria**

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 10.2 above. The “financial capacity” of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

### **17.15.3 Bid Capacity**

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 10.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

**(As per Clause No. 17.0 to 17.15.3 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

### **18. Participation of Partnership Firms in works tenders:**

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency



of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL/Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
  - (a) Joint and several liabilities:  
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - (b) Duration of the partnership deed and partnership firm agreement:  
The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the DFCCIL.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 above.

**18.11 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 above.

**(As per Clause No. 17.0 to 18.11 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**

**19.0 Advances to Contractor –**

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, DFCCIL shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest \_\_\_\_\_ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

(Signature)  
(Designation)

Signature of Tenderer(s) \_\_\_\_\_ DFCCIL Date \_\_\_\_\_  
Date \_\_\_\_\_

**(As per Clause No. 19 of tender form 2nd sheet Annex. I Part-I of GCC APRIL-2022, with up to date correction slip.)**



## **Part IV**

### **GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS AND INTERPRETATION

- 1 (1). **Definitions:** In these General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:
- (a). **"DFCCIL"** shall mean the Dedicated Freight Corridor Construction India Limited, a PSU under Ministry of Railways, GoI or of the Successor authorized to deal with any matters which these presents are concerned on his behalf.
  - (b). **"Managing Director"** shall mean the Officer in-charge of the General Superintendence and Control of the DFCCIL and shall mean and include their successors.
  - (c). **"Group General Manager (GGM)"** shall mean the Officer in-charge of the Engineering Department of DFCCIL and shall also include Chief General Manager (CGM), General manager (Co) and shall mean & include their successors.
  - (d). **"Engineer"** shall mean the Dy.Chief Project Manager (Dy.CPM), Project Manager (PM) of DFCCIL and shall mean & include the Engineers of the Successors.
  - (e). **"Engineer's Representative"** shall mean the Dy. Project Manager (DPM), Assistant Project manager (APM) of DFCCIL shall mean and include the Engineer's Representative.
  - (f). **"Consultant/Contractor"** shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the consultancy contract with the DFCCIL and shall include their executors, administrators, successors and permitted assigns.
  - (g). **"Consultancy Contract or Contract"** shall mean and include the Consultancy Agreement, the Work Order, the accepted Bill(s) of Quantities of the DFCCIL modified by the tender percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
  - (h). **"Works"** shall mean the consultancy works to be executed in accordance with the contract.
  - (i). **"Specifications"** shall mean the Specifications for works of DFCCIL as specified by DFCCIL under the authority of the Group General Manager (GGM) or as amplified, added to or superseded by Special Specifications, if any.
  - (j). **"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.
  - (k). **"Constructional Plant"** shall mean all appliances or things of whatsoever nature required for the execution, completion of the consultancy **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.
  - (l). **"Temporary Works"** shall mean all temporary works of every kind required for the execution of bridge inspection work.

- (m). "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 DFCCIL for the purpose of the contract.
  - (n). " **Contractor's authorized Engineer**" shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of Railway consultancy work involved in the contract, duly approved by Engineer.
  - (o). Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website.
  - (p). "**Bill of Quantities**" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the DFCCIL.
- 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 and 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 the consultancy contract.

#### **GENERAL OBLIGATIONS**

- 2 (1). **Execution Co-Relation and Intent of Contract Documents:** The consultancy contract documents shall be signed in triplicate by the DFCCIL and the Consultant. The consultancy contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment's and transportation necessary for proper execution of consultancy work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the Consultant unless distinctly specified in the consultancy 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 present jurisdiction of DFCCIL to any CGM unit of DFCCIL or to a Project authority or vice versa while consultancy contract is in subsistence, the consultancy contract shall be binding on the Consultant and the Successor CGM unit of DFCCIL/Project in the same manner & take effect in all respects as if the Consultant and the Successor CGM unit of DFCCIL/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor CGM unit of DFCCIL/Project will exercise the same powers and enjoy the same authority as conferred to the present DFCCIL CGM unit under the original consultancy contract/agreement entered into.
- 2 (3). If for administrative or other reasons the contract is transferred to the Successor CGM unit of DFCCIL, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Consultant and the Successor CGM unit of DFCCIL in the same manner and take effect in all respects as if the Consultant and the Successor CGM unit of DFCCIL had been parties thereto from the date of this consultancy contract.

- 3 (1). **Law Governing the consultancy Contract:** This agreement and the relationship between the parties shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.
- 3 (2). **Compliance to Regulations and Bye-Laws:** The Consultant shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority. The Consultant 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.
- 3 (3). **Environmental and Forest clearances:** Not Applicable for this work.
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 Consultant inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e-mail id provided for correspondence in the consultancy contract agreement, otherwise e-mail id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
5. **Service of Notices on Consultants:** The Consultant 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 Consultant, if delivered to the Consultant 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/ e-mail 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 Consultant to the Engineer.
6. **Occupation and Use of Land:** No land belonging to or in the possession of the DFCCIL shall be occupied by the Consultant without the permission of the DFCCIL. The Consultant shall not use, or allow to be used the site for any purposes other than that of executing the consultancy works. Whenever non-DFCCIL bodies/persons are permitted to use DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or Subletting of Contract:** Not Permitted in this work.
8. **Assistance by DFCCIL for the Stores to be obtained by the Consultant:** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the Consultant 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 Consultant shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position 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 non-supply.
9. **Railway/DFCCIL Passes:** Not Applicable for this work.
10. **Carriage of Materials:** Not Applicable for this work.
11. **Use of Ballast Trains:** Not Applicable for this work.

12. **Representation on Works:** The Consultant shall, when he is not personally present on the site of the works place, 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 Consultant. Before absents himself, the Consultant shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Consultant to comply with this provision at any time will entitle the DFCCIL to rescind the consultancy contract under Clause 62 of these Conditions.
13. **Relics and Treasures:** Not applicable for this work.
14. **Excavated Material:** Not applicable for this work.
15. **Indemnity by Consultants:** The Consultant shall indemnify and save harmless the 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 DFCCIL by reason of any act or omission of the Consultant, his agents, or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) **Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the DFCCILs as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the DFCCIL shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. 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 (including amount guaranteed through Performance Guarantee) may not exceed 8% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of completion plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the General Conditions of Contract.

**Note:** Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund/return of the already available Security Deposit is permitted up to three times.

- 16.(2).(i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Consultant along with or after, the following:
- (a) Final Payment of the Contract as per clause 51(1),



- (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Consultant

16.(2).(ii.) **Forfeiture of Security Deposit:** Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with DFCCILs under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited..

16. (3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Consultant under the Contract, but Government Securities deposited in terms of Sub-Clause 16(4) (b) of this clause will be payable with interest accrued thereon.

16. (4) **Performance Guarantee:** The procedure for obtaining Performance Guarantee (PG) is outlined below:

- (a). The successful bidder shall have to submit a PG within 21 days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the consultancy contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

In all other cases, if the Consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Bid Security and other dues payable to the Consultant against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Consultant shall be debarred from participating in re-tender for that work.

- (b). The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value: -

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) 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% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.

- (c). The PG shall be submitted by the successful bidder after the LOA has been issued, but before signing of the consultancy contract agreement. This P.G. shall be initially valid upto the

stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Consultant shall get the validity of P.G. extended to cover such extended time for completion of consultancy work plus 60 days.

- (d). The value of PG to be submitted by the Consultant is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
  - (e). The PG shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Consultant has completed the work in all respects satisfactorily.
  - (f). Whenever the contract is rescinded, the PG already submitted for the consultancy contract shall be encashed.
  - (g). The Engineer shall not make a claim under the PG except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
    - (i) Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the PG.
    - (ii) Failure by the Consultant to pay DFCCIL any amount due, either as agreed by the Consultant or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
    - (iii) The Consultancy Contract being determined or rescinded under clause 62 of these conditions.
17. **Force Majeure Clause:** If at any time, during the continuance of this consultancy 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/pandemics, strikes, lockouts or acts 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 or 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. Notice Period in this case shall not be less than 90 Days.
- 17A. **Extension of Time in Contracts:** The Consultant 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 consultancy contract) by the date entered in the consultancy 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 Consultant shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) **Extension for Delay not due to DFCCIL or Consultant:** If in the opinion of the Engineer, the

progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other Consultant/agencies 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 Consultant's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Consultant's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Consultant 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 Consultant shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors 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 Consultant 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.

(iii) **Extension for Delay due to DFCCIL:** In the event of any failure or delay by the DFCCIL to hand over the Consultant possession of the site 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 consultancy contract or alter the character thereof or entitle the Consultant to damages or compensation therefor, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

The Consultant shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, 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 consultancy works. The Engineer shall consider the same and shall grant and communicate 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 consultancy contract being applicable, as if such extended period of time was originally provided in the original consultancy contract itself.

The non-submission of request for extension or submission of request within less than one month before the expiry of the date fixed for completion of the consultancy works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

**17B. Extension of Time with Liquidated Damages (LD) for delay due to Consultant:** The time for the execution of the consultancy work specified in the consultancy contract documents shall be deemed to be the essence of the consultancy contract and the works must be completed not later than the date(s) as specified in the consultancy contract. If the Consultant fails to complete the works within the time as specified in the consultancy works for the reasons other than the reasons specified in Clause 17 and 17A, the DFCCIL may, if satisfied that the works can be completed by the Consultant within reasonable short time thereafter, allow the Consultant for further extension of time (in Proforma **Form No. 12**) 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 Consultant as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the consultancy works value of the works.

For the purpose of this Clause, the consultancy works value of the works shall be taken as value of work as per consultancy works agreement including any supplementary work order/consultancy works agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the consultancy works value.

S.No	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of consultancy works value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of consultancy works value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of consultancy works value for each week or part of the week

Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Consultant and in the event of failure on the part of the Consultant 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 Consultant's Security Deposit and rescind the consultancy works under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

**NOTE:** In a consultancy works, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived.

**17C. Bonus for Early Completion of Work:** Not Applicable to this consultancy work.

**18 (1). Illegal Gratification:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Consultant or his partner or 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 Consultant to the rescission of the consultancy works 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 the Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India.

- 18 (2).** The Consultant shall not lend or borrow from or have or enter into any monetary dealings or 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 consultancy works and all other contracts with the DFCCIL. Any question or dispute as to the commission of any such offence or compensation payable to the DFCCIL under this Clause shall be settled by the Managing Director of the DFCCIL, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the consultancy works under this Clause, the Consultant will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

### EXECUTION OF WORKS

- 19 (1). Consultant's understanding:** It is understood and agreed that the Consultant 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 consultancy works.
- 19 (2). Commencement of Works:** The Consultant 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 Consultant who has been awarded the work shall as soon as possible but not later than 15 days after the date of receipt of the acceptance letter have to submit the detailed programme of work indicating the time schedule of various inspections of bridges. He shall also submit the details of organization (in terms of bridge inspectors and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the inspection 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 consultancy works and the Consultant shall endeavor 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 Consultant in achieving earlier completion of item or whole of the works than indicated in the programme.

The Consultant shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include: a general description of the methods which the Consultant intends to adopt the execution of this consultancy Works, and details showing the Consultant's reasonable estimate for the number of each class of Consultant's Personnel & Equipment, required on the Site for completing the work as per his overall planning.

Unless the Engineer, within 15 days after receiving a programme, gives notice to the Consultant stating the extent to which it does not comply with the Consultancy works, the Consultant shall proceed in accordance with the programme, subject to his other obligations under the Consultancy work. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Consultant that a programme fails (to the extent stated) to comply with the Consultancy works or to be consistent with actual progress and the

Consultant's stated intentions, the Consultant shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

- 19 (4). Setting out of Works:** The Consultant 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 Consultant shall execute the work as directed by the Engineer's representative and check these at frequent intervals. The Consultant shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Consultant, 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 Consultant of his own responsibility of maintaining accuracy in the work. The Consultant 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 sequence in which the several parts of the works shall be executed and the Consultant shall execute without delay all orders given by the Engineer from time to time; but the Consultant 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 authorised, except under written instructions from the Engineer.

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

- 21 Separate Contracts in Connection with Works:** Not applicable for this work.

- 22 Instruction of Engineer's Representative:** Any instructions or approval given by the Engineer's representative to consultant in connection with the works shall bind the Consultant 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 Consultant 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 site and the detailed drawings shall be made available to the Consultant commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the consultancy works. If Consultant 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 therefrom and shall be responsible for all loss to the DFCCIL.

- 22 (2) Drawings and Specifications of the Works:** The Consultant shall keep one copy of Drawings and Specifications at the site, in good order, and such consultancy 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 Consultant are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed consultancy works set, shall be returned by the Consultant to the DFCCIL on completion of the work or termination of the Consultancy works.
- 22 (4) Compliance with Consultant's Request for Details:** The Engineer shall furnish with reasonable promptness, after receipt by him of the Consultant's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Consultancy 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 Consultant) to the Group General Manager (GGM) of DFCCIL 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 Consultant shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Consultant for claiming any extra payment for the same.
- 24 Damage to DFCCIL Property or Private Life and Property:** The Consultant 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 DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the DFCCIL, although all reasonable and proper precautions may have been taken by the Consultant. In case the DFCCIL shall be called upon to make good any costs, loss or damages, or to pay any 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 Consultant; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the DFCCIL may incur in reference thereto, shall be charged to the Consultant. The 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 Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, 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 Consultant.
- 25 Sheds and Storehouses:** Not Applicable for this work.
- 26 Provision of Efficient and Competent Staff at Work Sites by the Consultant:**

- 26.1** The Consultant 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 & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2** The Consultant 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 Consultant is not employing on the works a sufficient number of technical experts, staff and workmen as is necessary for proper completion of the works within the time prescribed, the Consultant shall forthwith on receiving intimation to this effect deploy the additional number of technical experts, staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Consultant to comply with such instructions will entitle the DFCCIL to rescind the consultancy works under Clause 62 of these conditions.

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

- 26.A.1** The Consultant shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s) required for executing the consultancy work on time and in proper manner.
- 26.A.2** In case the Consultant fails to employ the Engineer, as aforesaid in Para 26A.1, Engineer shall take remedial action as per the contract provisions.
- 26.A.3** Deleted.

**27.1 Workmanship and Testing:** The whole of the works specified and provided in the consultancy works 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 given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Consultants may from time to time receive from the Engineer. Testing charges of all the materials, tool & plants, equipment's and other electronic Gadgets required for this consultancy work is to be borne by Consultant himself.

**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/equipment's which in his opinion are not in accordance with the specifications or drawings.
- (b). The substitution of proper and suitable materials/equipment's, and
- (c). the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials/equipment's or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of



the Consultant in carrying out such order, the DFCCIL shall be entitled to rescind the consultancy works under Clause 62 of these conditions.

(d). Deleted.

- 28 Facilities for Inspection:** The Consultant 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, 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.
- 29 Examination of Work before Covering Up:** Not Applicable for this work.
- 30 Temporary Works:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the Consultant 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 Consultant 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 Consultant. If temporary huts are provided by the Consultant on the DFCCIL land for labour engaged by him for the execution of works, the Consultant shall arrange for handing over vacant possession of the said land after the work is completed; if the Consultant's labour refuse to vacate, and have to be evicted by the DFCCIL, necessary expenses incurred by the DFCCIL in connection therewith shall be borne by the Consultant.
- 31.1 Supply Water for Works:** Not Applicable for this work.
- 31.2 Water Supply from DFCCIL System:** Not Applicable for this work.
- 31.3 Water Supply by DFCCIL Transport:** Not Applicable for this work.
- 31.4 (a) Consultant to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the consultancy works, the Consultant shall be responsible for arrangements to obtain supply of Electric Power for the works.
- (b) Electric Supply from the DFCCIL System:** Not Applicable for this work.
- 33.(1). Property in Materials and Plant:** Not applicable for this work.
- 33.(2). Tools, Plant and Materials Supplied by DFCCIL:** Not Applicable for this work.
- 33.(3). Hire of DFCCIL's Plant:** Not Applicable for this work.
- 34.(1). Precaution During Progress of Works:** During the execution of consultancy works, unless otherwise specified, the Consultant 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:** Not Applicable for this work.
- 34.(3). Provision of Access to Premises:** Not Applicable for this work.
- 34.(4). Safety of Public:** The Consultant shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work.

**34.(5). Display Board:** Not Applicable for this work.

**35 Use of Explosives:** Not Applicable for this work.

**36.(1). Suspension of Works:** The Consultant 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:

- i. Provided for in the consultancy works, or
- ii. Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Consultant, and or
- iii. Necessary for the safety of the works or any part thereof, or
- iv. Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- v. Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities.

**36.(2).** The Consultant 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 suspension exceeds 14 days, the **Consultant** shall be entitled to such extension of time for completion of the works as the Engineer 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 Consultant 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 Consultant 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 Consultant 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 consultancy works by the DFCCIL.

**37 Rates for Items of Works:**

- (i) The rates, entered in the accepted Bill(s) of Quantities of the Consultancy works are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Consultancy works and the Specifications 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, shoring props, timber, machinery, pegs, posts, tools and all apparatus and plant required on the works, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, 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 center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Consultant 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 consultancy works

and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works is increased or any new tax /cess on Consultancy Works is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Consultant thereupon properly pays such taxes/cess, the Consultant shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for works is decreased or any tax/cess on Works is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India.

**38 Demurrage and Wharfage Dues:** Not Applicable for this work.

**39.(1). Rates for Extra Item(s) of Works:**

(a). Deleted

(b). For any item of work to be carried out by the Consultant but not included in the accepted Bill(s) of Quantities, the Consultant 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 Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Consultant, in as short a period as possible after the need for the special item has come to the notice. In case the Consultant 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 Consultant shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by rate Analysis

**39.(2).** Provided that if the Consultant 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 Consultant 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 the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Consultant is not satisfied with the decision of the Engineer in this respect, he may appeal to the Group General Manager (GGM) of DFCCIL within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Group General Manager (GGM) of DFCCIL's decision after hearing both the parties in the matter would be final and binding on the Consultant and the DFCCIL.

**40.(1). Handing over of Works:** The Consultant shall be bound to hand over the consultancy works executed and reports made under the consultancy works 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 the consultancy work shall have been completed, and the Consultant shall be bound to observe any such determination of the Engineer.

**40.(2). Clearance of Site on Completion:** On completion of the consultancy works, the Consultant shall clear away and remove from the site all 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, Consultant 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 Consultant 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 Consultant, the DFCCIL shall not be held liable for any loss or damage to such of the Consultant's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

**40A Offloading of Part(s) of Work:** Not Applicable for this work.

### VARIATIONS IN EXTENT OF CONTRACT

- 41 Modification to Contract to be in Writing:** In the event of any of the provisions of the consultancy works required to be modified after the consultancy contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Consultant 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 consultancy contracts 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 Consultant, 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 Consultant 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) Not Applicable for this work.  
(ii). Not Applicable for this work.  
(iii). Not Applicable for this work.
- 42.(3). Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/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.

### CLAIMS

- 43.(1). Monthly Statement of Claims:** The Consultant shall prepare and furnish to the Engineer once in every month commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which

the Consultant may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

- 43.(2). Signing of "No Claim" Certificate :** The Consultant shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this consultancy contracts, nor shall the DFCCIL entertain or consider any such claim, if made by the Consultant, 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 Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

### CERTIFICATES AND PAYMENTS

- 44 Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities 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 Consultant in fulfillment of his obligations under the consultancy contracts.
- 45.(i). Measurement of Works by DFCCIL:** The Consultant shall be paid for the works at the rates in the accepted Bill(s) of Quantities 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 Bill(s) of Quantities. Such measurements will be taken of the consultancy 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 Consultant 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 measurements. Failing the Consultant's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Consultant 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 Consultant 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 Consultant or in his absence after due notice has been given to him in consequence of objection made by the Consultant shall be final and binding on the Consultant and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.
  - (b)** If an objection raised by the Consultant is found by the Engineer to be incorrect the Consultant shall be liable to pay the actual expenses incurred in measurements.
- 45.(ii).** Not Applicable.
- 46.(1). "On-Account " Payments:** The Consultant shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the consultancy contracts. All payments due on the Engineer's/Engineer's Representative's certificates of measurements shall be subject to any deductions which may be

made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the consultancy **contracts** 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 ₹1 will be reckoned as ₹ 1.
- 46.(3). On Account Payments not Prejudicial to Final Settlement:** "On-Account" payments made to the Consultant 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 Consultant and Engineer/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). No advance Payment of any kind** are applicable in this consultancy contract.
- 46.(5). Manner of Payment:** Unless otherwise specified payments to the Consultant will be transferred electronically to his bank account.
- 46A. Price Variation Clause (PVC):** Not Applicable for this work.
- 47 Maintenance of Works:** Not Applicable for this consultancy contract.
- 48.(1). Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the consultancy work has been completed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work. 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 Consultant and that there is no due from the Consultant to DFCCIL against the consultancy contracts concerned.
- 48.(2). Consultant not Absolved by Completion Certificate:** Not Applicable for this consultancy contract.
- 48.(3). Final Supplementary Agreement:** After the consultancy work is completed or otherwise concluded by the parties with mutual consent, and taken over by the DFCCIL as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 & 5 of Form NO. 19 the parties shall execute the Final Supplementary Agreement as per Form NO. 19.
- 49 Approval only by Maintenance Certificate:** Not **Applicable** for this consultancy contract
- 50.(1). Deleted**
- 50.(2). Cessation of DFCCIL's Liability:** The DFCCIL shall not be liable to the Consultant for any matter arising out of or in connection with the consultancy contracts for execution of the works unless the Consultant has made a claim in writing in respect thereof before passing final bill.

**51.(1). Final Payment:** On the Engineer's certificate of completion in respect of the consultancy 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 measurements" of the total quantity of work executed by the Consultant upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Consultant subject always to any deduction which may be made under these presents and further subject to the Consultant having signed delivered to the Engineer enclosing 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 not covered under excepted matter i.e. Clauses 8, 18, 22(5), 39.2, 43(2), 45(i)(a), 55, 55-A(5), 57, 61(1), 61(2), 62(1) and 63(iv) of the General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Consultancy contract 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 consultancy contract.

**51.(2). Post Payment Audit:** It is an agreed term of consultancy 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 Consultant for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the consultancy contract.

**51-A. Production of Vouchers etc. by the Consultant:**

(i) The Consultant 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 consultancy contract or relevant for verifying or ascertaining cost of execution of this consultancy 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 Consultant 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 consultancy contract.

**52 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 consultancy contract against the Consultant, 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 Consultant 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 Consultant, 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 Consultant under the same consultancy 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 consultancy 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 consultancy 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 Consultant 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 Consultant. For the purpose of this clause, where the Consultant is a partnership firm or a 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 / company, as the case may be whether in his individual capacity or otherwise.

**52-A Lien in Respect of Claims in other Contracts:**

- (i) Any sum of money due and payable to the Consultant (including the Security Deposit returnable to him) under the consultancy 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 payment of a sum of money arising out of or under any other contract made by the Consultant 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 Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Consultant. The Performance Guarantees submitted by the Consultant against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated consultancy contract.
- (iii) It is an agreed term of the consultancy 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 Consultant 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 Consultant.

**53 Signature on Receipts for Amounts:** Every receipt for money which may become payable or for any security which may become transferable to the Consultants under these presents, shall, if signed in the partnership name by anyone of the partners of a Consultant'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 Consultant, partners during the pendency of the consultancy contract, it is hereby expressly agreed that every receipt by anyone of the surviving Consultant partners shall if so signed as aforesaid be good and 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 Consultant partner so dying for or in respect to any breach of any of the conditions of the consultancy contract, provided also that nothing



in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Consultant partners and of the legal representatives of any deceased Consultant partners interse.

## LABOUR

- 54 Wages to Labour:** The Consultant 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 thereunder in respect of any employees directly or through petty Contractors or sub-Consultants employed by him for the purpose of carrying out this consultancy contract.

If, in compliance with the terms of the consultancy contract, the Consultant 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 Consultant 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 Consultant.

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 payable to the DFCCIL by the Consultant and on failure by the Consultant to repay the DFCCIL any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from Consultant’s bills/Security Deposit or any other dues of Consultant with the Government of India.

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

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

- 55 Provisions of Payments of Wages Act:** The Consultant shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-Consultants in the works. If in compliance with the terms of the consultancy contract, the Consultant directly or through petty contractors or sub-Consultants 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 nevertheless be deemed to comprise persons employed by the Consultant 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 Consultant and the Engineer may on failure of the Consultant to repay such money to the DFCCIL deduct the same from any moneys due to the Consultant in terms of the consultancy contract. The DFCCIL shall be entitled to recover the same from Consultant’s bills/Security Deposit or any other dues of Consultant with the Government of India all moneys paid or payable by the DFCCIL by 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 Consultant.

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

**55.A.(1)** The Consultant 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.

**55.A.(2)** The Consultant shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

**55.A.(3)** The Consultant shall pay to the labour employed by him directly or through sub-Consultants the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Consultant 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 sub-Consultants in connection with the said work, as if the labour had been immediately employed by him.

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

**55.A.(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 Consultant or his sub-Consultant in execution of the work or to incur any expenditure on account of the contingent, liability of the DFCCIL due to the Consultant's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the DFCCIL will recover from the Consultant, 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 from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India. 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 Consultant 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 Group General Manager (GGM) of DFCCIL regarding the amount actually recoverable from the Consultant as stated above shall be final and binding on the Consultant.

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

**55.C** (i) Consultant is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indian railway.gov.in'. Consultant 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 in Portal shall be done as under:

- (a) Consultant shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Consultant's registration in the portal within 7 days of receipt of such request.
  - (b) Consultant once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
  - (c) The Consultant once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by Consultant within 7 days of receipt of such request.
  - (d) After approval of LoA by Engineer, Consultant 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 Consultant to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or 'Performance Guarantee / Security Deposit', Consultant shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in DFCCIL's Shramikkalyan portal at 'www.shramikkalyan.indianrailway.gov.in' till \_\_\_Month, \_\_\_Year."

**55.D** 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": Not Applicable for this consultancy work.

**56 Reporting of Accidents:** The Consultant shall be responsible for the safety of all employees directly or through petty Contractors or sub-Consultant employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

**57 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 sub-Consultant employed by the Consultant in executing the work, DFCCIL will recover from the Consultant 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 from Consultant's bills/Security Deposit or any other dues of Consultant with the Government of India. 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 Consultant and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

**57-A. Provision of Mines Act:** Not Applicable for this consultancy work.

**58 DFCCIL not to Provide Quarters for Consultants:** No quarters shall be provided by the DFCCIL for the accommodation of the Consultant or any of his staff employed on the work.

- 59.(1). Labour Camps:** The Consultant 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-Consultants and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the Consultant 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 Consultant at his own cost.
- 59.(2). Compliance to Rules for Employment of Labour:** The Consultant(s) shall conform to all laws, bye-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-Consultants on the works.
- 59.(3). Preservation of Peace:** The Consultant shall take requisite precautions and use his best endeavours to
- (i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty contractors or sub-Consultants on the works and for the preservation of peace and protection of the inhabitants and
  - (ii) Security of property in the neighborhood of the works. In the event of the DFCCIL requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Consultant and if paid by the DFCCIL shall be recoverable from the Consultant.
- 59.(4). Sanitary Arrangements:** The Consultant shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the DFCCIL Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the DFCCIL. Should the Consultant fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost thereof recovered from the Consultant.
- 59.(5). Outbreak of Infectious Disease:** The Consultant 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 Medical Authority. Should cholera, plague, or other infectious disease break out, the Consultant shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy 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 thereof recovered from the Consultant.
- 59.(6). Treatment of Consultant's Staff in DFCCIL Hospitals:** Not Applicable for this contract.
- 59.(7). Medical Facilities at Site:** Not Applicable for this work.
- 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 Consultant or any of his employees shall be forbidden and the Consultant shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(9). Restrictions on the Employment of Retired Engineers of Government Services Within One Year of their Retirement:** The Consultant 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 of India and if the Consultant is found to have contravened this provision it will constitute a breach of contract and DFCCIL will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit. Same shall be applicable for DFCCIL retired employee.

- 60.(1). Non-Employment of Labourers below the age of 15:** The Consultant shall not employ children below the age of 15 as labourers directly or through petty contractors or sub-consultants for the execution of work.
- 60.(2). Medical Certificate of Fitness for Labour:** It is agreed that the Consultant 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. 13**) 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 Consultant 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 Consultant 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 Consultant, or on the person nominated by him in this 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 is fit to work in the capacity stated in the certificate.

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

#### **DETERMINATION OF CONTRACT**

- 61.(1). Right of DFCCIL to Determine the Contract:** The DFCCIL shall be entitled to determine and terminate the consultancy contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Consultant will be paid for in full at the rate specified in the contract or otherwise to be decided mutually. Notice in

writing from the DFCCIL of such determination and the reasons therefor 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 Consultant claims payment for expenditure incurred by him in the expectation of completing the whole of **the** work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

**61.(3).** The Consultant 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 Consultant:**

If the Consultant should:

- i. Becomes bankrupt or insolvent, or
- ii. Make an arrangement for 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 Execute the consultancy contract documents in time.
- x. Fail to submit the documents pertaining to identity of JV and PAN.
- xi. 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
- xii. Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- xiii. Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- xiv. 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.
- xv. Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the DFCCIL may serve the Consultant with a notice (Proforma at Form No. 14) in writing to that effect and if the Consultant

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. 15 as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole and after expiry of 48 hours' notice, a final termination notice (Proforma at Form No. 16 , as the case may be) should be issued.

**62.(2). Right of DFCCIL after Rescission of Contract owing to Default of Consultant:** In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

- (a) The Consultant 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 Consultant 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 Consultant shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with DFCCIL under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Consultant. The failed Consultant shall be debarred from participating in the tender for executing the balance work. If the failed Consultant 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. Further the authorized representative of failed Consultant cannot be accepted as authorized representative in new contract.
- (c) Deleted.
- (d) 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 Consultant being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Consultant 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 Consultant 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 temporary works upon the site. The legitimate amount due to the Consultant after making necessary deductions and certified by the Engineer should be released expeditiously.

#### **SETTLEMENT OF DISPUTES – ARBITRATION AND CONCILIATION**

#### **63 Conciliation of Disputes:**

- i) 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 Consultant to the Group General Manager (GGM)/DFCCIL through “Notice of Dispute” provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. GGM/DFCCIL shall, within 30 days after receipt of the Consultant’s “Notice of Dispute”, notify the name of conciliator(s) (from latest List of DFCCIL’s empaneled Arbitrators) to the Consultant.

- ii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- iii) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer, Consultant and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- iv) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- v) The conciliation proceedings shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and its amendment thereof.
- vi) The conciliator Fee shall be as per latest Fee structure fixed by DFCCIL for Arbitrators/ Conciliators.

**63.1. 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 Consultant to the Managing Director/DFCCIL and the Managing Director/DFCCIL shall, within 120 days after receipt of the Consultant’s representation, make and notify decisions on all matters referred to by the Consultant in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39.2, 43(2), 45(i)(a), 55, 55-A(5), 57, 61(1), 61(2), 62(1) and 63(iv) of the General Conditions of Contract or in any Clause (stated as excepted matter) of the Special 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 Consultant; provided further that ‘excepted matters’ shall stand specifically excluded from the purview of Arbitration.

**63.2.** Dispute Adjudication Board (DAB): Not Applicable for this consultancy contract.

**64.1 Demand for Arbitration:**

**64.1.(i).** In the event of any dispute or difference between the parties hereto as to the operation of this consultancy 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 Consultant 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 63.1 of these Conditions, the Consultant, 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).(a).** 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.(ii).(b).** Not Applicable for this work.
- 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 claims stating the facts supporting the claims alongwith 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, unless otherwise extension has been granted by Tribunal.
- 64.1.(iii).(d).** Place of Arbitration: The place of arbitration would be New Delhi where the cause of action arose or the Headquarters of the concerned Field unit of DFCCIL or any other place with the written consent of both the parties.
- 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 defense 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 Consultant(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2).** **Obligation During Pendency of Arbitration:** Work under the consultancy 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:** The Arbitrator Fee shall be as per latest Fee structure fixed by DFCCIL for Arbitrators.
- 64.(3).(a).** In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees one crore), the Arbitral Tribunal shall consist of a sole Arbitrator from DFCCIL Arbitrator Panel. For this purpose, the DFCCIL will send a panel of at least four (4) names of DFCCIL empaneled Arbitrators to work as Sole Arbitrator duly indicating their retirement dates to the Consultant within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director of DFCCIL.

Consultant will be asked to suggest to Managing Director of DFCCIL at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by DFCCIL. The Managing Director of DFCCIL shall appoint one out of them as the sole arbitrator within 30 days from the receipt of the names of Consultant's nominees.

**64.(3).(b).** In cases where the total value of all claims in question added together exceed ₹ 1,00,00,000/- (Rupees one crore), the Arbitral Tribunal shall consist of a Panel of three (3) arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of DFCCIL's empaneled Arbitrators to work as Arbitrator duly indicating their retirement date to the Consultant within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director of DFCCIL.

Consultant will be asked to suggest to Managing Director of DFCCIL at least 2 names out of the panel for appointment as Consultant's nominee within 30 days from the date of dispatch of the request by DFCCIL. The Managing Director of DFCCIL shall appoint at least one out of them as the Consultant'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. Managing Director of DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Consultant's nominees.

**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/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or fails to act without undue delay, the Managing Director of DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

**64.(3).(c).(ii).** (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

**64.(3).(c).(iii).**(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, court 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 should be provided to both the parties.

**64.(3).(c).(iv).** I Qualification of Arbitrator (s):

- a. Retired Government Servant/Judges of Indian Judicial system one year after his date of retirement.
- b. Age of arbitrator at the time of appointment shall be below 70 years.

**I.** An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

**II.** While appointing arbitrator(s), due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates

or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. Certification to this effect as per **Form No. 20** shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

- 64.(3).(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 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4).** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5).** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64.(6).** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at **Form No. 21** 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 Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 64.(7).** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64.(8).** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by DFCCIL to Consultant, the terms & conditions as incorporated in the Ministry of Railway letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Consultant has to pay to the DFCCIL, then 75% of the award amount shall be deducted by the DFCCIL from the Consultant's bills, Performance Guarantee/ Security Deposit or any other dues of Consultant with the Government of India.

## **CHAPTER V**

# **SPECIAL CONDITIONS OF CONTRACT**



**Name of Work: Providing Consulting Services for Detailed Technical Inspection of ROBs and Railway Flyovers including NDT testing as per requirement and as per tender document and relevant guide lines and submitting detailed report including suggesting suitable corrective measures where ever required under the jurisdiction of CGM/ DFCCIL/Jaipur from New Rewari to New Kishangarh section of WDFC.**

**Eligibility Criteria of Bidders**

Eligible Consultants / Consultancy firms, having undertaken Design & PMC work or Inspection work or restoration and rehabilitation work for different types Bridges like Fly over / Road Over Bridges / Road under Bridges / River bridges Structure and fulfilling following requirements shall be eligible to apply:

- 1. The Bidder firm should have been engaged in business of Design and/or PMC work or Inspection work or consultancy for restoration and rehabilitation work for different types Bridges like Fly over / Road Over Bridges / Road under Bridges / River bridges Structure Works since from last 5 years.**
- 2. The bidder should have sufficient resources for providing services as per definition mentioned above.**
- 3. The bidder who was terminated / Black listed in last 5 years shall not be eligible.**

**1.0 General Conditions: -**

- 1.1 This is a consultancy contract like all other works contracts awarded by DFCCIL. Award of the Contract does not confer any right to any of the individuals involved in this contract either directly or indirectly for a perpetual employment in DFCCIL in any capacity. The agency/service provider shall be entirely responsible for the employment of its Engineers/ other assistants and shall be liable for observance of all statutory provisions. No claim of employment by the human resources engaged in this work on whatsoever ground shall be entertained.
- 1.2 This contract is of temporary nature. DFCCIL shall have discretion to change the scope of work of contract as per the requirement.

**2.0 Validity: -**

- 2.1 Contractor has to ensure the proper mobilization of resources and completion of work as per requirement of work.
- 2.2 The contract shall be valid for a period of 04 months from the date of commencement of work. However, DFCCIL has right to extend validity of work as per their requirement.
- 2.3 The time of extension may be considered if the delay is not attributable to the consultant.
- 2.4 DFCCIL Administration also reserves the right to terminate the contract by giving 7 days' notice in case failure of consultant to take up the work as per agreement.
- 2.5 DFCCIL Administration reserves the right of termination of the contract with immediate effect at any stage of time. This will apply when the agency fails to abide by / comply with

the special terms and condition(s) and / or the agency has not been able to follow or comply the laws of statutory provisions of Central / State Government in force or has / have breached any contract agreement condition.

**3.0 Liability against risks / claims: -**

- 3.1 DFCCIL Administration shall not be responsible for any injury or loss of life or sickness of the workmen or any individual involved in the contract (deployed by the agency/service provider) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the agency / service provider's account.
- 3.2 The agency / service provider /contractor(s) shall be solely responsible for the compliance of statutory regulations applicable to contractor labour as also other Central and State Government Statutory regulations associated with works. No liability whatsoever shall attach to the DFCCIL on account of or any failure on the part of the agency/service provider/contractor(s) to observe these regulations.
- 3.3 Contractor will be responsible for compliance of all statutory laws in force at contractor own cost.
- 3.4 Quoted rates are inclusive of all Taxes, royalties etc. No claim whatsoever of any nature shall be entertained.

**4.0 Rates:-**

- 4.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 4.2 All statutory taxes (including GST) and liabilities levied / leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 4.3 All statutory deductions shall be made from bills as applicable as per DFCCIL/Govt. Norms on such works.

**Facilities to be provided by DFCCIL: DFCCIL shall provide the following facilities to consultant:**

- 1. Access to the bridge and any traffic/ Power block required to facilitate the bridge inspection.
- 2. All safety preparedness required to provide safer access to various parts of the bridge and protection against any injury like helmet, safety jacket etc. However, the personal insurance cover of consultant's team shall be the responsibility of the consultancy agency.
- 3. All available information related to the Bridge(s) to be inspected, such as drawings, previous inspection reports and instrument data.

**Competency of Inspecting Engineer:** The inspecting Engineer assigned to carry out the Bridge Inspection shall have the requisite competence to conduct the bridge Inspections. The Inspecting engineer shall be physically fit to perform the inspection and should have the ability to reach/access

all parts of the bridge in a safe manner.

The Bridge Inspector should have acquired a bachelor's degree in civil engineering from a college / university recognized by the UGC or retired BRI of the Indian Railway.

Work Experience: The Bridge Inspector should have a minimum experience of 5 years, out of which a minimum experience of 3 years should be in Bridge design or Bridge construction or Bridge maintenance.

**Traffic Blocks / Power Blocks / Shut Down:**

- (a) The DFCCIL shall arrange Power / Traffic / Shut down. Engineer/Engineer's representative will facilitate to make arrangements to obtain power blocks / shutdown (hereinafter referred to as blocks) for inspection works to be carried under block. The requirement of traffic block blocks shall be assessed by the consultant and will submit to the Engineer/Engineer's representative. Consultant shall arrange adequate inspecting staff and sufficient tools and tackles required as per site conditions.
- (b) The works required to be done under traffic block shall be carried out only in the presence of DFCCIL officials. The DFCCIL 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.

**Payment:** Payment will be governed by the terms specified in document and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Papers. The DFCCIL retains the right to withhold money due to the Consultant arising out of this consultancy work for any default of the Consultant. Final Payment against Bridge Inspection work shall be made on submission of an invoice along with the following documents.

- a. Hard copy of Bridge Inspection report in 3 copies as per approved format.
- b. Certificate of Bridge inspection in prescribed format.
- c. Log of bridge inspections carried out; certified by the DFCCIL official who accompanied the bridge inspection
- d. A certificate from the DFCCIL official who accompanied the bridge inspection to the effect that any part of the bridge which was not inspected were on account of lack of access to that part of the bridge.
  - (i). The Consultant 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 Consultancy or relevant for verifying or ascertaining the cost of the execution of this Consultancy (the decision of the DFCCIL on the question of relevancy of any documents, information or return being final and binding on the parties). The



Consultant shall similarly produce vouchers etc., if required, to prove to the DFCCIL that services / materials supplied by him are in accordance with the specifications laid down in the Consultancy work.

- (ii). It is an agreed term of the Consultancy work 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 Consultant 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 Consultancy work.

Stage payment : Payment of this work shall be done in two stages

**I<sup>st</sup> stage 50 % after completing the inspection and certification of same by the consultant and DFCCIL official accompanied**

**II<sup>nd</sup> Stage : balance 50 % after submission of final report.**

All payments in respect of the Consultancy during the currency of the Consultant 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. 3** 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.

**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. The Performa for Integrity Pact is enclosed.

## **TECHNICAL SPECIFICATIONS**

### **Broad Guidelines for Bridge Inspection**

The various items of inspection as listed in the proforma for Inspection are briefly elucidated below for guidance of the inspecting engineer. It is only indicative and the consultant need to develop it further and cover all aspects necessary to assess the health of the structure.

The guidelines include a list of various defects likely to be observed in an element/material and specific aspects to be noted down by the Inspection Engineer. Wherever possible representative photographs of some defects are included in the guidelines. The guidelines are put under two separate categories as detailed below:

**A. Bridge Element:** These sets of guidelines will be applicable to different elements of the bridge, and each will be unique to that element.

1. Foundations – Deep (well/pile) and shallow
2. Substructure – piers & abutments
3. Bearing pedestal, Bearing – elastomeric, Pot PTFE and Spherical
4. Superstructure –
  - I. concrete (RCC and PSC)
  - II. Superstructure – composite girders
  - III. Superstructure – Steel plate girders
  - IV. Superstructure – open web girders
5. Ancillaries (footpath, trolley refuge, walkway, protecting screen etc.)

**B. Material:** Different construction materials are used in different parts of the bridge, but the nature of defect in the material is often common, regardless of which part of the bridge it is used.

**C.** In case guidelines for inspection is not included in these guidelines, then Indian Railway Bridge manual / IRC guide Lines shall be followed

### 1. Approaches :

The inspecting officer shall inspect the approaches where ever assigned, and check for

- Their conditions viz. unevenness, settlement, if, any, cracking of the pavement, inadequate camber, longitudinal gradients, proper functioning of the drainage facility, damages to the guard rails, condition of R.C.C. approach slabs, erosion or damages to the embankment patching to side-slopes, settlement or disturbance of the slopes, etc.
- The approach slabs shall also be examined for any untoward cracking; movement away from the dirt wall and to see that no portion rests on the wingwalls/cantilever returns.

**2. Foundations :-** The main difficulty with inspection of bridge foundations is the lack of accessibility of the foundation. Invariably, much of the foundation is hidden below the ground level and it is neither advisable nor practical to excavate the soil around the foundation solely for the purpose of inspection. In such a situation, the Inspection engineer has to rely on keen observation and sound judgment about the overall condition of the bridge to interpret the condition of the foundation.

#### 2.1. DEEP FOUNDATIONS

On DFCCIL ROBS/ Flyovers, the deep foundations mainly comprise of pile foundation. All deep foundations on DFCCIL are made using concrete as a structural element.

- a. SETTLEMENT:** Settlement of the foundation will immediately be manifest by disturbance in the sub structure. Should such a situation arise, the affected foundation should be inspected from close quarters. A special investigation as required may be suggested and an expert analysis should be done to arrive at the root cause of the settlement and a permanent solution.

## **2.2. SHALLOW FOUNDATIONS**

- 2.2.1. All shallow foundations on DFCCIL are made using concrete as a structural element. For defects related to concrete as a material in the shallow foundation, please refer to the guideline for inspection of Concrete structures. This guideline contains advice related to inspection of the shallow foundation as a structural element.
- a. **SETTLEMENT:** Shallow foundation found on rock are unlikely to undergo any noticeable settlement. The guideline given above for settlement in deep foundations apply to shallow foundation also. Unlike deep foundation, however, settlement in shallow foundation may also manifest by disturbance in the soil strata (surface) surrounding the foundation. Photos may be taken of the soil all around the foundation to be analyzed by the technical experts about the issue.

## **SUBSTRUCTURE**

3. All attempts should be made to get as close to the substructure element as possible and also to get a clear view of the piers from adjacent spans/pier caps. Guidelines for inspecting piers and abutments are given below separately.

### **3.1. PIERS:** The following aspects may be inspected in a pier.

- a. **VERTICALITY:** In the case of deep foundations, piers are rigidly connected to the foundations through the cap and any tilt in the foundation will automatically be transmitted to the piers. In case of shallow foundations also, any differential settlement of the foundation will reflect as pier being out of vertical. By appropriate measurements, the degree of inclination (tilt) can be measured and recorded. It can be a construction defect also at the time of construction. The measured value may be compared with the available value if available. Else it can be the base value. The consultant should calculate the effect of tilt on the pier and suggest necessary measures. Additional payment shall be done for the special checking at mutually agreed rates.
- b. **DEFLECTION:** In rare case, bending of the piers may take place due to large horizontal forces coming on it. One needs to distinguish between tilt and bending as a cause for the pier to appear out of vertical, as the consequences of the two will be quite different. Further, when the pier bends (but does not tilt) the top surface of the well/pile cap shall remain level/horizontal. In case of bending, there will be associated distress in the form of horizontal cracks in the pier on the convex side (tension face). Such defects should be separately reported.

- c. **DEFECT IN MATERIAL:** Various defects in the concrete (material of construction) may be visible in the piers and these should all be recorded with specific location of each defect pinpointed. Concrete should be checked for cracks, spalling etc. The spalled or cracked sections shall be checked to ascertain up to what extent gunniting or reintegration by such cement mortar or epoxy mortar could be done to restore the structure to a safe condition.

**3.2. ABUTMENTS:** The following aspects may be inspected in an abutment:

- a. **VERTICALITY & SETTLEMENT:** Abutments are subject to active earth pressure and tractive/braking forces in the longitudinal direction. These may cause to abutment to tilt towards the pier. This should be discernible from a change in the gap between the dirt wall and the end/face of the girder. In all cases detailed measurements should be taken and marked on the drawing for clear understanding of the issue involved. Settlement and tilting can also occur in the wing/return walls. However, if the tilt or settlement is limited to the wing/return walls, it should also result in some distress in the concrete at the junction of the main abutment and wing wall. These areas should be thoroughly examined for signs of cracks, which will help in correct diagnosis of the situation.
- b. **BULGING:** Bulging is a local manifestation of the effect of earth pressure on the walls of the abutment. Cracks, if observed should be mapped and shown on the drawing in relationship with the bulging.
- c. **Drainage:** Exposed faces of abutment should be checked for presence of any moisture indicating Inadequate drainage of the backfill, proper functioning of weep holes and filter media forming the back fill, etc. In cases of the back fill surcharge, examination shall be made to suggest other suitable drainage methods to drain the accumulated water immediately.
- d. **OBSTRUCTION TO MOVEMENT:** Since the abutment retains embankment soil, there are chances of the space between the end of the girder and dirt wall being blocked by soil/earth or other foreign material. It should be checked.
- e. **WEEP HOLES:** During inspection, one should look out for signs of proper functioning of the weep holes. There are brown stain marks on the walls left by the water draining from the weep hole. One should also look out for excessive flow of soil from the weep hole, which indicates absence of a filter between the backfill soil and the wall.
- f. **VEGETATION:** Growth of vegetation in the cracks and areas around the dirt wall, bed block and wing walls can result in pressure on the concrete and resultant damage to concrete, especially its edges. It can be easily addressed during routine maintenance of the bridge.

### **INSPECTION OF BEARINGS**

4. Bearings are amongst the most critical part of a bridge. Compared to their size and cost, bearings

have very large impact on the health of the bridge and its satisfactory performance. Malfunctioning of bearings can result in large forces developing in the superstructure and/or substructure and this may lead to distress. Pedestals on which the bearing rests is also treated as a part of the bearing unit and included here.

**4.1. PEDESTALS:** The purpose of the pedestal is to create specific location where to seat the bearing and also create sufficient gap between the soffit of the girder and top of pier cap to permit placement of jacks for lifting the girders during bearing replacement. The checklist for inspection of pedestals is given below:

- a. EDGE DISTANCE:** Please check the drawing for distance between the edge of the bearing and the pedestal. Inadequate edge distance can result in failure of the pedestal. Inadequate edge distance could either be a construction defect or sign that the bearing has shifted during service.
- b. CRAKCS/SPALLING:** Due to the limited size of the bearing, very large contact stresses results in the pedestal. While the pedestal is designed to withstand these stresses and special reinforcement is provided in it, over loading or low in-situ strength or pre-existing non-structural (shrinkage) cracks can lead to more severe cracking or spalling. This is a serious situation and needs to be addressed urgently.
- c. DEBRIS:** Cleanliness in the space around the bearing and pedestal should be observed and reported.
- d. WATER LOGGING:** The top surface of the pedestal and pier cap should not be prone to water logging and the inspection engineer should look for any tell-tale signs indicating the possibility of this happening.

**4.2. ELASTOMERIC BEARING:** Elastomeric bearings are commonly provided in small and medium span RCC and PSC bridges. The following aspects need to be inspected for an elastomeric bearing.

- a. POSITION:** Under typical combination of vertical and lateral loads, elastomeric bearings are known to have ‘walked out’ from their installed position. To be forewarned about this, the position of the bearing with respect to its position as installed needs to be checked and conformed. Measuring the distance between the edge of the elastomer and the pedestal is the way to do this. This check may be made for both longitudinal and transverse direction.
- b. EXCESSIVE MOVEMENT/SHEAR STRAIN:** Elastomeric bearings accommodate horizontal movements by shear strain. While some amount of shear strain is to be expected, excessive shear strain can result in failure of the bearing. While no specific value can be prescribed in this guideline for the permissible shear strain, a value equal to or more than 50% of the total thickness of the elastomers can be definitely considered high and worth further investigation. While measuring the movement, the temperature should also be noted down as it has a direct impact on the thermal expansion/contraction

and the expected movement at the bearing level.

- c. **EXCESSIVE ROTATION:** Elastomeric bearings accommodate rotation by differential compression of the elastomer layers. While some amount of rotation is to be expected, excessive rotation (differential compression in elastomers) should trigger investigation. No limits can be specified, and the inspection Engineer has to apply his judgement and observation about the deflection of the span to decide if the observed unequal compression is an area of concern.
- d. **EXCESSIVE BULGING:** Under the vertical loads, the elastomers compress and also bulge over the free edges. Slight bulging of the elastomers between the embedded steel plates is a sign that the bearing is participating in load transfer. However, excessive bulging in some bearing or in some elastomer layer in a bearing reveal abnormality in load sharing. These should be noted down and reported.
- e. **UNEQUAL LOAD DISTRIBUTION:** It is a normal practice to design all elastomeric bearings under any girder to share the loads equally. However, if the installation of the bearings is not done accurately or if some bearing shifts from its position, the load distribution amongst bearing under the same span and on the same pier can get skewed. This may be revealed by differential bulging of elastomers seen on adjacent bearings. If such a phenomenon is distinctly visible, it needs to be noted down.
- f. **LOSS OF CONTACT:** The bearing should be in full contact with the soffit of the girder above and the top surface of the pedestal below. Any gap in either of the two contact faces is not a healthy sign and needs to be noted down.
- g. **SEPARATION OF ELASTOMER:** Effective performance of the elastomeric bearing depends on proper bond between the elastomers and the reinforcing plates embedded inside. If there are signs of separation of the two, it points to failure of the bearing and a defect to be reported.
- h. **MATERIAL FAILURE (ELASTOMER):** Failure of elastomer as a material may manifest by cracks in the elastomer or softening/ flowing of the elastomer material or crazing cracks on its surface. Any abnormal sight about the elastomer as a material needs to be observed and recorded.

**4.3. POT PTFE BEARINGS / SPHERICAL BEARINGS:** The following aspects should be covered while inspecting a POT bearing or a POT-PTFE bearing

- a. **MOVEMENT & ROTATION:** Pot bearing longitudinal movement can be measured in the same way as for a sliding plate bearing. The movement is one half of the difference between the front and back distances of the top and bottom plates. If the pot bearing allows movement in two directions, the inspection Engineer should measure transverse movement as well. The temperature at which the measurements are taken should also be recorded
- b. Although not normally required, pot bearing rotation should also be measured if it

appears to be excessive. The top and bottom plates of a pot bearing are usually designed to be parallel if no rotation has taken place. Rotation can therefore be determined by measuring the length of the bottom plate and the distance between the two plates (height) at the front and back of the bearing.

- c. **CORROSION:** All metal (steel) parts of the bearings are painted to prevent corrosion. However, there is a possibility that the paint is scratched during transportation, handling, and installation. In aggressive environment, this can lead to corrosion of steel components. Access to bearings is normally very difficult and it is worth taking preventive action as early as possible. Corrosion should therefore be nipped in the bud by early detection and surface protection measures.
- d. **LEAKAGE OF ELASTOMER:** The elastomer is fully confined within the pot and should normally not be visible. Therefore, any sign of elastomer on the outer surface indicates that the neoprene element is extruded from the pot.
- e. **DAMAGE TO GUIDE BARS:** The guide bars prevent excessive movement and are subjected to forces if there is any tendency of the structure/bearing to have such movements. From this perspective, check guide bars for wear, binding, cracking and deterioration.
- f. **WELDS:** Investigate welds for cracks. Though the welds are not subject to the forces being transmitted by the bearing, any unusual restraint or improper seating can stress the weld and cause its failure.
- g. **DUST SEAL:** The low friction between PTFE SS sliding surface requires the contact surface to be free from dust and foreign material. Towards this objective, a dust seal is provided on the periphery of the contact face between the top plate and the pot. Inspect whether the dust seal is intact and effective in performing the task of preventing ingress of dust inside.
- h. **SEATING/SEPARATION BETWEEN SS & PTFE:** Examine pot bearings for proper seating of the various elements with respect to one another. That is, check to see that the neoprene pad is properly seated within the pot and that the top plate is located properly over the elements below. Also check if all the bolts connecting the bearing with the girder are properly tightened. Also check for any signs of shearing of bolts connecting the bearing to the girder or the pedestal.
- i. **BENDING OF PLATES/LOSS OF CONTACT:** The top plate should be in full contact with the soffit of the girder and the bottom plate with the pedestal. Any partial loss of contact can result in unequal load distribution and excess stress on the plates or the concrete surface in contact. Check through visual observation or use a feeler gauge to ensure proper contact at the bearing surfaces.
- j. **CLEANLINESS:** Look for any build-up of dirt and debris in and around the bearing that would affect the smooth operation of the bearing
- k. **LOCK IN:** The top and bottom parts of the bearing are bolted to each other to facilitate safe transportation and installation. Post installation, the plates locking the two parts

together should be removed to permit free movement of the bearing as intended. Inspect to ensure that no lock in of the bearing exists due to any inadvertent mistake of not removing the plates/bolts.

### Inspection of Superstructure

5. This guideline covers inspection of different structural forms of the superstructure. The superstructure of ROB's / FLYOVERS on DFCCIL are broadly the following types:

- a. PSC Concrete slabs
- b. PSC Concrete I girders
- c. PSC Concrete Box girders
- d. Composite girders

**5.1. CONCRETE SLABS & I GIRDERS:** Concrete slabs are the simplest form of superstructure and are provided for spans up to 12.2 m. The slabs are generally of PSC. Further, it could comprise of a single unit or made up of multiple pre-cast units place side by side. Checklist of inspection of slabs and I girders is very similar; hence these are covered under one heading. The following aspects need to be inspected for slab bridges:

- a. **SEATING:** Slabs are generally not provided with any bearing and these rest directly on the pier cap / abutment. These are the points of high stress and need to be inspected closely.
- b. **DEFLECTION:** Checking the maximum (mid span) deflection (Camber) should provide adequate information about safe behavior of the superstructure in case of short spans. In order to be useful, the measurement of midspan deflection should be measured on one fixed point at the midspan on either side, and average of the two values reported as the mid span deflection. To facilitate this, permanent reference points, which will not be disturbed, must be marked over the support and mid span of each span on either side. Mid span deflection values under DL and superimposed DL (SIDL), if available from the design document may be referred for verifying whether the measured deflection is within limit. The amount of deflection for small spans is not large and slight error in measurement may give misleading results. High accuracy is therefore required in measurement of deflection. The consultant should measure it and compare with earlier available value. If earlier value is not available measured value will become the initial value for future comparison.
- c. **DRAINAGE:** Effective drainage of water from the deck/track is important for minimizing deterioration of the material (concrete or steel) of the superstructure. The top surface of the superstructure is given adequate slope and drainage spouts are provided to facilitate quick drainage. The drainage spouts may be examined to check if they are functioning effectively or have been choked. Check whether the outlet of the drainpipe is discharging the water at an inappropriate place of the substructure or crossing below. Also



inspect the down pipe for any break, opened out joints or damage and resulting leakage.

- d. **VIBRATIONS:** Since the superstructure is in direct contact with the live loads, it is subject to highest level of impact and vibration. Any abnormal behavior of the superstructure or any latent defect may manifest through unusual deflection and vibration. The inspection engineer should therefore utilize the opportunity of any passing traffic to sense the response of the bridge superstructure to the traffic. While this calls for experience and judgement on part of the engineer to notice abnormality, the judgment can be gained and refined by repeated observations.
- e. **DEFECT IN MATERIAL:** Various defects in the concrete (material of construction) may be visible in the girder and these should all be recorded with specific location of each defect pinpointed. For defects in concrete as a material please refer to a separate guideline on the subject.
- f. **Soundness of the concrete :** The engineer should examine the concrete elements by striking with small hammer to assess the soundness of the concrete to assess whether there is any porosity in the concrete.
- g. **ANCHORAGES:** Anchorage is an area along the pre-stressing cable (in post tensioned system) where the prestressing system is most vulnerable. It is also the only place where one can make visual observation of the prestressing system. Look for signs of corrosion, damage to mortar shield at the anchorage, crushing of concrete and cracks in concrete in the anchor zone.

**5.2. CONCRETE BOX GIRDERS:** Concrete box girders are provided for larger spans. The main difference between I girders and box girders is that an I girder (actually multiple I girders) is an open section whereas the box is a closed section. If access is provided from the pier cap and the end diaphragm to enter the box girder, it presents an opportunity to inspect the concrete from a touching distance. Such an opportunity must always be utilized. All the items to be inspected in slab/ I girders explained above also apply to box girders, with the following additions / differences.

- a. **CAMBER:** Instead of just measuring deflection at mid-span, it is better to measure the camber of the box girder as it provides more reliable information. For measuring the camber, reference points need to be marked on the box girder at convenient places. The reference points may be 6 or 8 or 10 in number, depending upon the span length, spacing of the points being in the range of 5-8 meters. Reference points should be made on either side of the deck and separate camber diagrams can be drawn for the two faces. In case the box girder is very deep and there is adequate headroom inside the box, the measurement can be attempted on reference points marked on the bottom slab of the box. However, this will require proper lighting and clear line of sight to a benchmark/reference point on the pier, which could be a challenge. In pre-stressed concrete bridges, time dependent losses in prestressing force will manifest through loss of camber and this becomes an important input for assessing the long-term behavior of PSC girders.

- b. **LOCATIONS:** While the attempt should be to inspect all parts of the superstructure, some areas need greater attention as these are known to be points of greater stress and locations where distress is seen more often. For slabs, I girders and box girders, the locations to focus attention should include the following
  - i. Area near bearings
  - ii. Underside (tension face) near midspan
  - iii. Junction between I girder and deck slab
  - iv. Junction between girders and diaphragms
  - v. Anchorage zone in PSC girders
  - vi. Inside of the box girders

**5.3. STEEL PLATE GIRDERS & COMPOSITE GIRDERS:** For steel composite girders (steel portion of the composite girders), the following aspects need to be inspected:

- a. **DEFLECTION:** Please refer to the guidelines related to deflection provided above under concrete slab bridges and I girders, which apply to steel plate girders and composite spans also.
- b. **VIBRATIONS:** Steel girders being lighter than concrete girders, exhibit larger vibration under traffic. The inspection Engineer should be alert for any resonance that may be felt during passage of trains/road vehicles. *Resonance is the phenomenon of increased amplitude that occurs when the frequency of a periodically applied force is equal or close to a natural frequency of the system (girder/bridge) on which it acts.*
- c. **CLEANLINESS:** Check members for cleanliness and freedom from debris, especially on the top side of the bottom flange, any member for that matter. *Unclean members should be especially suspect since this indicates lack of maintenance and ideal conditions for deterioration.* Cleaning may be necessary to properly inspect the members for cracks and corrosion.
- d. **DISTORTION:** Members subjected to compressive forces are therefore prone to distortion and buckling, if the actual forces exceed design values or if there is any change in support conditions and bracings. Most compression members can bend/twist which can reduce their effectiveness significantly. The following elements / locations should be checked for signs of distortion:
  - i. Web plates near the bearing stiffeners in composite girders
  - ii. All bracing members
- e. **JOINTS:** Check carefully along the first row of the bolts for cracking as these carry more loads than other bolts. The first row is the one closest to the edge of the gusset plate perpendicular to the axis of the member.
- f. **LOOSE BOLTS:** Inspection of bolted joints should be carried out visually to identify

loose or broken bolts. **Tapping the HSFG bolt with a hammer is not allowed.** Looseness of bolts may be judged by signs of rust beneath the washer or bolt head, or apparent looseness of the washer or some displacement at the joint or unusual position of connected members. Loose or broken HSFG bolts should not be tightened but should be marked for easy identification at the time of their replacement by the maintenance team.

- g. JOINT SLIP:** The joints with HSFG bolts are designed to transfer the forces through friction between the contact surfaces of the connected members and plates. If the force on the joint exceeds the service loads, the joints can slip, and the forces are then transferred through bearing of the bolt against the plated/members. Slip of the joint may indicate that the loads have, sometimes in the past, exceeded the serviceability stage limit. The slip should be visible by clear sign of movement at the edge of the joint (maximum amount equal to the clearance between the hole and bolt diameter)
- h. DEFECT IN MATERIAL:** Various defects in the steel (material of construction) may be visible anywhere in the girder and these should all be recorded with specific location of each defect pinpointed.
- i. LOCATIONS:** Given below is a list of locations which are more critical and the chances of finding defects at such places is higher than other locations.
  - i. Bearing areas
  - ii. Shear zones (closer to the supports)
  - iii. Flexure zones (bottom face near midspan of simply supported girders and top face near supports of continuous spans)
  - iv. Fatigue prone details
  - v. Secondary members
  - vi. Areas that trap water and debris
  - vii. Areas exposed to traffic

## **INSPECTION OF BRIDGE ANCILLARIES**

**6.** There are a few elements of the bridge that are not part of its main load bearing function but support some aspect of bridge inspection or maintenance. All of such elements are bracketed under the term “ancillaries”. While the ancillaries do not by themselves affect the safety/stability of the bridge, they have a supporting role to play. If the ancillaries do not function as intended, activities related to inspection and maintenance can be hindered. Sometimes, failure of an ancillary structure can adversely affect the safety of the traffic. Inspection of ancillary structures is important from this perspective.

- I. FOOTPATH & WALKWAYS:** Footpath and walkway are crucial for allowing access to all piers. It should be checked whether the footpath provides safe and uninterrupted surface for walking. The integrity of the hand railing should be checked. Defects in material of construction (concrete or steel) should be checked as per the respective guideline for concrete and steel.

- II. INSPECTION LADDERS AND PLATFORMS IF PROVIDED:** Generally, ladders are provided to allow access from the deck/ track in case of rail flyover to the top of the pier cap. Inspection platforms are provided at the pier cap level to facilitate inspection of bearings. These elements are invariably made of steel. Check for corrosion of the members, damage to railings and condition of the connections. Check if the ladders and inspection platforms provide adequate safety to the person using it.
- III. TROLLEY/MAN REFUGE ( ONLY FOR RFO):** Trolley/MAN refuges are provided to facilitate parking of inspection trollies or for standing KM during passage of trains. The number/ spacing of trolley/man refuge should be checked for compliance with the applicable DFCCIL Schedule of Dimensions. It should be checked whether the access to the trolley/man refuge from the track is such as to permit easy and quick transfer of the trolley/man from the track to the refuge. Connection of the trolley/man refuge structure to the main bridge should be examined carefully for its integrity. Defects in the material of construction (concrete or steel) should be checked as per the respective guideline for concrete and steel.
- IV. OHE MAST/CONNECTION:** In electrified section and long bridges, the OHE needs to have support within the bridge length. This can be in the form of an OHE mast attached to the pier/abutment cap. Only the structural attachment of OHE is in the purview of bridge inspection. In case of OHE mast, check for the integrity or functioning of the holding down bolts and verticality of the OHE mast. In case of open web girder, treat the bracket connecting the OHE to the truss as a structural steel element and check for alignment, corrosion, distortion in members etc.
- V. PIPELINE/CABLE CROSSING:** Pipeline/Cable crossings are linear elements and are connected to the bridge at specified intervals. Check the drawing for the arrangement of connecting the pipeline/cable supports to the bridge; specially to identify if the connection is rigid or flexible. In case of a rigid connection, it is essential that arrangement for permitting thermal expansion and contraction in the pipeline/cable is similar to that of the bridge (such that no forces are transferred from the bridge to the pipeline and vice-versa due to restraints against thermal movements). Inspect the bracket suspenders of pipeline/cable support as structural elements. Inspect these for distortion, corrosion and integrity of bolts etc. A pipeline that carries any hazardous material poses a risk of fire and explosion and the overall integrity of such pipes and their joints need to be checked.
- VI. PROTECTIVE SCREENS:** Protective screens are provided for ROB/RFOs to safeguard the OHE wires running under the bridge. During inspection it should be seen whether it is secured properly or not.

### Inspection of Concrete Elements

7. There are a variety of defects that can be seen in a Concrete structure or element. Not all defects are serious in nature. *Some defects are created at the time of construction itself and continue to*

*remain in the absence of repairs. Such defects should ideally have been identified and repaired at the time of handing over/ commissioning.* This guideline provides a list of all possible defects in concrete and what observations should be made to assist in assessing their severity and decide corrections. While this guideline is common to all elements from foundation to superstructure, the degree of severity will vary depending on the location of the defect. The following defects are always construction defects and do not occur during the operation period.

- a. Honeycombs
- b. Bug holes
- c. Cold joints
- d. Construction joints
- e. Off set at formwork joints
- f. Less cover to reinforcement
- g. Shadow of rebar on concrete surface
- h. Foreign material embedded in concrete

**7.1.** Some defects may have been there right at the time of construction or may have developed later. If these defects did not exist at the time of handing over/ commissioning, it indicates initiation of the defect during operational phase and to that extent, these are likely to be a greater cause of concern. These include the following:

- a. Cracks
- b. Delamination and spalling
- c. Efflorescence
- d. Rebar corrosion
- e. Damaged / broken edges
- f. Blisters or pop outs
- g. Surface abrasion / dusting

**7.2.** While the above two lists include defects in concrete as a material, there are defects which can be classified as not defect in material, but defect in an element. These are separately covered the guideline related to different bridge components. The paragraph below provides guidance on the observation to be made and data collected for various defects. Needless to say, photographs from a distance as well as close up should be taken to help experts interpret the defect better. The defects likely to be more serious in nature are covered first and those likely to be less serious are covered later.

While the above two lists include defects in concrete as a material, there are defects which can be classified as not defect in material, but defect in an element. These are separately covered the guideline related to different bridge components. The paragraph below provides guidance on the observation to be made and data collected for various defects. Needless to

say, photographs from a distance as well as close up should be taken to help experts interpret the defect better. The defects likely to be more serious in nature are covered first and those likely to be less serious are covered later.

### 7.3. GENERALLY SERIOUS DEFECT

#### a. CRACKS:



Cracks in concrete are amongst the most common defect and some of these can be very serious. The following information should be obtained and recorded:

- i. Date of first occurrence (enquire with people who routinely pass close to the structure)
  - ii. Length of crack; approximate information should suffice
  - iii. Width of crack; use a crack comparator or feeler gauge for this
  - iv. Location and orientation
  - v. Whether there is a single crack or a series of cracks
  - vi. If there are multiple cracks, the pattern of cracks
  - vii. Whether the crack is dry or wet
  - viii. Whether there is any deposit at the cracked surface
  - ix. Whether there is any rust stain along the crack
- b. **DELAMINATION/SPALLING:** Delamination or spalling of concrete represent an advanced stage of corrosion of reinforcement. These are amongst the most serious defect in an RCC structure and require urgent attention. If the defect is located at a structurally critical location, do not aggravate the problem by further taping the concrete to find out the extent of damage. Delamination and spalling are invariably accompanied by visible cracks in the concrete near/around it. Please record the following information:
- i. Location of delamination/spalling
  - ii. Size/area affected by delamination/spalling

- iii. Whether there is clear sign of reduction in size of reinforcement or breakage of reinforcement due to corrosion
- iv. Cracks visible in the area near delamination/spalling
- v. Any excessive deflection associated with delamination/spalling

**c. EFFLORESCENCE:**



Efflorescence is the presence of salt on the concrete surface, often at the cracks. The salts are generally white in colour and it could be either hydroxide, sulphate, carbonate, or chloride of calcium. Efflorescence is a sign of passage of water through the concrete and leaching out of lime from the concrete. Efflorescence is slightly more serious than a mere crack as it indicates migration of water through the concrete and possible increase in porosity of concrete. Efflorescence can also occur without a crack if the concrete is porous enough to allow passage of water through it. Efflorescence, if noticed along with a crack will get covered by item a/viii above. If noticed without a crack, its location and size should be noted down.

- d. **CORROSION:** Similar to efflorescence, corrosion of rebar will be generally accompanied by cracks in concrete, in which case, it will be covered by item a/ix above. It is possible that there is no sign of corrosion of reinforcement embedded in a concrete member, but corrosion may be visible in exposed parts such as tie rods, hand railing, walkway, ladders etc. which are attached to the concrete. The condition of such elements should be observed, especially near their embedment in concrete as these can provide early warning about impending corrosion of the reinforcement.
- e. **HONEYCOMBS:** A honeycomb is a patch of concrete where the coarse aggregates are exposed, and the mortar is missing. Tap the concrete around the edge of the honeycomb to expose its full extent. Often honeycomb is surrounded by an area where the surface is covered by a thin layer of mortar with concrete honeycombed below it. Note down the following information:

- i. Location Approximate area of the honeycomb and its dimension
- ii. Whether reinforcement is visible
- iii. Depth of honeycomb



#### **7.4. LESS SERIOUS DEFECTS COLD JOINT / CONSTRUCTION JOINT:**



A cold joint or a poorly located and formed construction joint creates a plane of weakness in the concrete element and can adversely affect the durability of RCC/PSC elements. This defect is unlikely to be serious in itself unless accompanied by one of the serious defect listed above. However, if identified early, it can be rectified well in time to prevent it from becoming serious later on.

##### **a. BUG HOLES**



Bug holes are small air voids visible on the surface of concrete. These can vary from less than a mm in size to as large as 20-25 mm. Small bug holes are very common and need not be registered as a defect. Large bug holes if too many in number and located at a critical position can result in reduced cover to reinforcement and can pose a risk of reduced durability. The location and subjective assessment of size of the larger bug holes may be recorded.



- b. **DAMAGED/BROKEN EDGES:** The edge of concrete element could be damaged at the time or removal of the formwork or during construction and erection of other elements. In case, these are identified as new defects created during the operational phase, it could indicate impact of a vehicle or inspection tool or floating item (in case of foundation and substructure) or vandalism. The extent and location of the damage should be noted down. The severity of the defect will depend on its location, depth of damage and whether there is any crack near the damaged portion.
- c. **FOREIGN MATERIAL IN CONCRETE:** This is always a construction stage defect and reflects poorly on the quality of construction. The foreign material is typically a piece of wood, foam, bamboo, plastic pieces or thermocol (EPS). When removed from concrete, it will become the defect similar to 'damaged edge'. The location and extent of foreign material may be noted down.
- d. **LESS COVER TO REBAR / REBAR SHADOW:** Normally, less cover to rebar is not visible after all concrete has been cast. In some case, such as underside of slabs and beams, impression of reinforcement can be seen indicating very low cover. If such parts are accessible, these should be inspected from touching distance to ascertain if the observation really pertains to less cover. Otherwise, rebar cover meter survey will have to be commissioned. Less cover reduces the durability of concrete and repair action will depend on the location/environment exposure condition of the structure. The exact location and extent of area over which low cover is suspected should be noted down



e. **SURFACE ABRASION / DUSTING:** In bridges, abrasion of concrete is generally noticed in the foundation and substructure which are subject to strong water currents. Dusting is a phenomenon associated with poor concrete in the top surface of a slab. Such a situation is unlikely to occur in a Railway Bridge. Abrasion will manifest by exposure of coarse aggregate or other marks on the surface of concrete (pier, well & pile cap and floor aprons). The location and extent of abrasion should be noted.

f. **BLISTER/POPOUTS:**



Blister and pop outs are very local defects and indicated by an irregular cavity on the concrete surface. It is typically caused by removal of coarse aggregate (or a foreign material or large air void)

from concrete surface. This being a very local and superficial defect, surface repair is usually adequate. The location of blister should be recorded.

### **Inspection of Steel as material**

**8.** Structural steel is used for construction of bridge superstructure, namely in plate girders, composite girders, and open web girders. Structural steel is rarely used in the substructure or foundations. There are a variety of defects that can be seen in a steel structure or element. For the purpose of this guidelines, weld and paint are also considered as a part of ‘steel as material’. The following defects may be found in a structural steel element, which relate to material and not the member as a whole.

**1. CRACKS:** Members subject to tensile stresses are the ones likely to have cracks if the tensile stress exceeds the capacity of the members. Elements subjected to reversal of stresses are prone to fatigue damage and cracks can initiate at even lesser stresses. Some latent defect in the steel may also cause initiation of the crack. Cracks can also originate due to corrosion and pitting. Cracks in steel superstructure elements are serious in nature, due to fatigue criticality of these elements, and need to be addressed on priority. In case cracks are seen or suspected, the location should be cleaned with a wire brush and examined closely under adequate light. If required DPT may also be carried out to assess the length of the crack. The following locations should be specially checked for cracks:

- (i) Tension (bottom) flange of plate girders, especially at termination of cover plates
- (ii) Point on the web where the vertical stiffener terminates near the bottom flange
- (iii) Point on the web where the horizontal stiffener terminates in the tension zone
- (iv) Connection of flange or web of the girder with gusset plates of bracing connection
- (v) Moment carrying connections such as stringer to cross girder and cross girder to main truss
- (vi) Any point of stress concentration such as a bolt hole or a notch

**2. CORROSION:** Steel structures are susceptible to atmospheric action leading to corrosion which eats up the steel section and can initiate cracking and also reduces the structural capacity. Proper drainage is important to reduce the risk of corrosion and it is well established that areas that hold water or are moist for long periods get corroded faster. It is important to assess the magnitude of corrosion and consequent loss of effective structural section and also identify the cause of corrosion. Members and connections subject to high stress fluctuations and stress reversals in service are the most common suspect in respect of corrosion. The following locations should be inspected for sign of corrosion in steel superstructure:

- I. Floor system that carries the traffic (stringers, cross-girders and bracings)
- II. Top surfaces of flanges
- III. Point of contact of top flange of stringers and plate girders with sleepers

- IV. Members near the bearings where debris tend to accumulate
  - V. Web of plate girder or composite girders which may receive water spray from the drain holes
  - VI. Edges, notches, and holes where paint may not have been applied after cutting/drilling
  - VII. Junction of web and horizontal stiffeners
  - VIII. Over batten plates in diagonal and vertical members of an open web girder
3. **Coating System:** Metalising/Painting is the main defence against corrosion of steel structures and integrity of same should be inspected and reported. Condition of paint and extent of corrosion are two sides of the same coin. If the paint is free of defect, corrosion is unlikely. However, in some cases, corrosion initiated from a small scratch can lead to wider loss of paint protection. While there can be many defects in a painted surface, the following list includes some of those which are more common and relevant:
- I. **Loss of adhesion /peeling:** This refers to complete loss of bond between the paint and the substrate. This should be carefully noted and recorded.
  - II. **Localised damage /scratch:**
  - III. **Blistering:**
  - IV. **Poor Coverage:**
4. **WELDS:** Almost all steel superstructures require built up sections. In DFCCIL, all steel girders are fabricated by welding and site assembled by HSFG bolts. The entire structure should be carefully inspected from close quarters. However, some locations and weld details should be given special attention, and these are listed below:
- I. butt welds in tension flange or tension member
  - II. welds at ends of transverse and longitudinal stiffeners
  - III. welds of attachments to web and tension flange or tension member,
  - IV. ends of welded cover plates,
  - V. intersecting weld,
  - VI. Tack welds and plug welds
  - VII. Weld repairs
  - VIII. End of welds / weld craters
  - IX. Unusual joints

Usually, it is difficult to detect fine cracks with naked eye. Hence, careful inspection is necessary using magnifying glass and location of suspected crack should be confirmed with DPT.

#### **Guidelines for Non-Destructive Testing**

For NDT the consultant may use RDSO document BS-103 “Guidelines on NDT”

For DFC ROBs following test are suggested in general.

1. Rebound hammer test (Schmidt Hammer) for indicative assessment of concrete strength.
2. Ultrasonic Pulse Velocity Testing for assessment of density of the concrete
3. Half-cell Potential Measurement test – } for assessment of extent of corrosion in  
reinforcement
4. Resistivity Test:
5. Core cutter test for assessment of concrete strength

Item No. 1 & 2 shall be done for all bridges however, the test requirement of other NDT shall be on need basis depending upon the indicative assessment as per general inspection and basic NDT.

Wherever rates for particular test is not asked it will be mutually decided based on market rates.

**PROFORMA FOR INSPECTION REPORT OF ROBS**

<b>Sr. No.</b>	<b>Details of Inspection</b>	<b>Observations</b>
<b>1.</b>	General:	:
<b>1.1</b>	Name of Bridge:	:
<b>1.2</b>	No of the bridge	:
<b>1.3</b>	Name, Highway No.	:
<b>1.4</b>	Details of Spans a) Number of Spans b) Clear Spans c) Effective Spans	
<b>1.5</b>	Overall Length of Girders	
<b>1.6</b>	Skew Angle, if any	
<b>1.7</b>	Name of CGM UNIT	:
<b>2.</b>	<b>Type of Bridge</b>	:
<b>3.</b>	<b>Date of last inspection</b>	:
<b>4.</b>	<b>Approaches.</b>	:
<b>4.1</b>	State the condition of pavement, surface (Report unevenness, settlement, cracking, pot-holes etc.)	:
<b>4.2</b>	Side Slopes (report pitched, or unpitched, conditions of pitching turffing, any signs of slope failure etc.)	:
<b>4.3</b>	Erosion of embankment by rain cuts or any other damage to embankment	:
<b>4.4</b>	Approach slab (report settlement cracks, movement etc.)	:
<b>4.5</b>	Approach geometrics (report whether it satisfies the standards as inforce.)	:
<b>4.6</b>	Any other specific observations made.	:
<b>5.0</b>	Foundations.	:
<b>5.1</b>	Report settlement, if any, report probable reasons for the same.	:
<b>5.2</b>	Report cracking, disintegration, decay, erosion, cavitation, etc. returns	:
<b>5.3</b>	Any other observation made.	:
<b>6.0</b>	Substructure. (piers, abutments and returns/wingwalls)	
<b>6.1</b>	Report efficiency of drainage of the backfill behind, abutments and returns. (check functioning of weep holes, evidence of moisture of abutment faces, etc.)	
<b>6.2</b>	Report cracking, disintegration, decay, settlement, "tilting etc.	

Sr. No.	Details of Inspection	Observations
6.2.1	Abutments	
6.2.2	Piers	
6.2.3	Wing / Return Wall	
6.3	Any other observations made.	
7.0	<b>Bearings.</b>	
7.1	<b>Elastomeric bearings</b>	
7.1.1	Report condition of pads (oxidation, creep, flattening, bulging, splitting.)	
7.1.2	Report general cleanliness	
7.1.3	Seating w.r.t. bottom surface of girder	
7.1.4	Any other observations made.	
7.2	POT PTFE/ Spherical Bearings	
7.2.1	Movement and Rotation	
7.2.2	Corrosion	
7.2.3	Leakage of Elastomer	
7.2.4	Damage to guide bars	
7.2.5	Welds	
7.2.6	Dust seal	
7.2.7	Separation between SS/PTFE	
7.2.7	Loss of contract	
7.2.8	Cleanliness	
7.2.9	Locking pin removal	
8.0	<b>Superstructure</b>	
8.1	Reinforced concrete and prestressed concrete members.	
8.1.1	Spalling, disintegration or honeycombing etc.	
8.1.2	Cracking (pattern, location explain preferably by plotting on sketch )	
8.1.3	Corrosion of reinforcements, if any	
8.1.4	damages, if any, due to moving vehicles	
8.1.5	Condition of articulation (cracks, if any)	
8.1.6	Perceptible vibrations, if any.	
8.1.7	Excessive deflection or loss of camber, if any. (measure at same point each time).	
8.1.8	Cracks in end anchorage zone (for prestressed concrete members	
8.1.9	Soundness of concrete using light weight hammer.	:

Sr. No.	Details of Inspection		Observations
8.1.10	Any other observation		
8.2	Steel / Composite Girders	:	
8.2.1	Condition of paint	:	
8.2.2	Corrosion, if any.	:	
8.2.3	Perceptible vibrations, if any	:	
8.2.4	Report on alignment of members	:	
8.2.5	Condition of connection (looseness of rivets, bolts or worn out welds, report specially on connection of stringers to cross girders, cross girders to main girders, gussets or splices, etc.)	:	
8.2.6	Camber and deflection measurement.	:	
8.2.7	Report buckling, if any,	:	
8.2.8	Report on the cleanliness of members and joints (check chocking of drainage holes wherever provided.)	:	
8.2.9	Any other observation		
9.0	<b>Expansion joints</b>	:	
9.1	Functioning (Report cracks in deck in the existing gap and approximate temperatures.)	:	
9.2	Report condition of sealing material (for neoprene sealing material, check for splitting, oxidation, creep, flattening, bulging and for bitumen filler, check for hardening, cracking etc).	:	
9.3	Report condition of the joint at fixing points.	:	
9.4	Top sliding plate Report corrosion, damage to welds etc.)	:	
9.5	Locking of joints (Report Locking of joints especially for finger type expansion joints).	:	
9.6	Check for debris in open joints.	:	
9.7	Report rattling, if any	:	
9.8	Any other observations made.	:	
10.0	<b>Wearing Coat (concrete/bitumen);</b>	:	
10.1	Report surface condition (cracks, spalling, disintegration, pot-holes etc.)	:	
10.2	Report evidence of wear (telltale rings, check for thickness as against actual thickness, report date of last inspection)	:	
11.0	<b>Drainage spouts</b>	:	
11.1	Check clogging, deterioration and damage if any	:	



<b>Sr. No.</b>	<b>Details of Inspection</b>	<b>Observations</b>
11.2	Check the projection of the spout on the underside (see whether structural members are being affected.)	:
11.3	Report adequacy thereof.	:
11.4	For sub-ways Report about adequacy of pumping arrangements, etc.	:
11.5	Any other observations made.	:
12.0	<b>Handrails/Crash Barrier.</b>	:
12.1	Report general condition (check expansion gaps, missing parts, if any, etc.)	:
12.2	Report damage due to collision, if any.	:
12.3	Check alignment (report any abruptness in profile)	:
13.0	<b>Footpaths.</b>	:
13.1	Report general condition (damage due to mounting of vehicles).	:
13.2	Report missing footpath slab. if any.	:
13.3	Any other observations made.	:
14.0	<b>Utilities if any.</b>	:
14.1	Report leakage of water and sewage pipes	:
14.2	Report any damage by telephone and electric cables.	:
14.3	Report condition of lighting facilities.	:
14.4	Report damages due to any other utilities.	:
15.0	<b>Protective Screens</b>	:
15.1	Report condition and whether secured properly	:
16.0	<b>Bridge number Plates.</b>	:
16.1	Report condition of painting on number plates and nameplate and date of last painting	:
17.0	Maintenance and improvement recommendations.	:

**Certificate of the Head of inspection team.**

“It is certified that our inspection team has carried out detailed inspection of ..... No. of ROBs and ..... No. of RFOs under my supervision. The observations are written against each item. The Structures is considered in good health and safe for running of traffic.”

**Name and Signature of Inspecting Engineer**

**PROFORMA FOR RFOs****(A) GENEAL DETAILS**

1.	Type of Bridge	
2.	Details of Spans d) Number of Spans e) Clear Spans f) Effective Spans	
3.	Overall Length of Girders	
4.	Skew Angle, if any	
5.	Gradient on bridge, if any	
6.	Curve on bridge, if any	
7.	Super elevation on bridge a) In rail b) In bed block	
8.	a) Details of Track b) Eccentricity of track w.r.rt. girders i. End of girder ii. Centre of Girder	
9.	Details of Bearings along with Drawings	
10.	Details of Bed Block	
11.	Details of Seismic Restraint Arrangement, if any	
12.	Details of corrosion Protection Measures taken, if any i. Details of Reinforcement Steel Coating if any ii. Details of Structural Steel coating if any iii. Details of Concrete Coating if any	
13.	Loading Standard of Design	
14.	Details of Drainage Arrangement of (Girder / Slab)	

16.	Details of jacking points of Girders			
17.	Girder Weight (per Span and total)			
18	Original Camber in mm for each type of Span			
	Camber	L/4	L/2	3L/4
	Section			
	Span Type-I			
	Span Type-II			
	Span Type-III			
19	Details of a. Trolley refuges b. Safety refuges c. Foot Path d. Railing e. Sand Bins			
20	Permanent / Temporary Speed restriction, if any and reasons of imposition			
21	Additions and alteratios to original design, if any			
22	Year of construction			
23	Expansion Joints/Arrangements			
24	Wearing Coat, type and thickness etc			
25	Additional details in case of ROB/RUB like KERB, Crash Barrier etc.			
26	History of Bridge Repairs etc.			

**(B) INSPECTION DETAILS**

SPAN No. ....

**1. General Inspection (i.e. Crack, Bulging, Spalling, Disintegration, Scaling, Rust Streak, Crushing, Dampness, Leaching, Exposure of Reinforcement etc.)**

(Suitable Arrangement to facilitate proper inspection of all the parts of Girder shall be made/arranged)

(a) For PSC Girder

Date of Inspection						
Item						
Deck						
Sides/Webs						
Bottom						
Ends/Anchorage Zones						
Anchorage Zones of Cross Prestressing if any						
Inside/Openings if any						
Diaphragms/Cross Girders						
Lifting arrangements						
Bearings						
Seismic Restrainers						

(b) For Composite Girder

Date of Inspection			
Item			
Deck Slab	Sign of stagnation of water on Deck Slab, if any		
	Details of Crack, Concrete disintegration, crushing, spalling, exposure of reinforcement etc with sketch, if any		
Condition of Steel components	Details of Distortion in Steel members with sketch, if any		
	Details of Cracks in Steel members with sketch, if any		
	Details of Corrosion in Steel members with sketch, if any		
	Condition of Weld/Bolts/Rivets in Steel Part		
Junction of Steel part	Any sign of separation of Deck Slab with Steel Girder		

with Deck Slab	Details of separation of Deck Slab from Steel Girder with sketch, if any			
----------------	--	--	--	--

**2. Deflection/Camber Readings (Applicable in case of PSC Girders)**

Section \ Item	L/4	L/2	3L/4
Date			
Measured Camber in mm			
Temperature			

**NOTE :** Camber to be measured at the Centre of Girder (L/2) only. However, if the length of girder is more than 20 m, camber to be measured at 3 locations.

**3. Condition of Expansion Joints & Expansion Gaps**

**Pier No.** -----

Date of Inspection \ Item						
i. Cracks if any						
ii. Bulging of Polymers if any						
iii. Whether Gap is free and clear of Dust etc.						
iv. Any other item as prescribed by Manufacturer						

**4. Condition of Bearing with Date of Cleaning and Defects, if any**

**Pier/Abutment No.** -----**Bearing No.** -----

Date of Inspection \ Item						
i. Condition of Stoppers						
ii. Flattening of Elastomers						
iii. Separation of Layers of Elastomer.						
iv. Splitting of layers of Elastomer						
v. Tearing of Layers of Elastomer						

vi. Bulging of Elastomer						
vii. Tilt in Elastomeric Bearing						
viii. Height of Elastomeric Bearing						
ix. Any Corner Lifting						
x. Condition of Holding Down Bolts						
xi. Condition of Seals in POT PTFE						
xii. Bulging out of Elastomer from POT PTFE						
xiii. Minimum gap between upper & lower parts of POT PTFE to be not less than 5 mm						
xiv. Whether Entirely supported on Bed Block						
xv. Cracks in any component of POT-PTFE						
xvi. Bending of any Component of POT PTFE						
xvii. Longitudinal Displacement w.r.t. mean position						
xviii. Transverse Displacement w.r.t mean position						
xix. Rotation in Longitudinal Direction						
xx. Rotation in Transvers Direction						

**5. Condition of Bed Block and Defects if any**

**Pier/abutment No. ----- Bearing No. -----**

Date of Inspection Item						
i. Whether surrounding of Bed Block is clean.						
ii. Cracks in Bed Block if any						
iii. Whether Bed Block is shaken.						

**6. Condition of Surface Protection**

Date of Inspection Item						
i. Year of painting of Steel.						
ii. Type of paint of steel						
iii. Defects like fading /discoloration/Scaling etc in Steel Painting if any						
iv. Year of Coating of Concrete						
v. Type of Coating of Concrete						
vi. Defects like fading/discoloration/Scaling etc in Concrete Coating if any						

**7. Condition of Drainage Arrangements & Defects if any**

Date of Inspection Item						
Whether Drainage is Clear or Chocked						

**8. Condition of Seismic Restrainers if any**

Date of Inspection Item						
Any Cracks, Spalling etc in Seismic Restrainers						

**9. Condition of ladders, railings, inspection arrangements etc.**

Date of Inspection						
Item						
Any Cracks, Spalling etc in Seismic Restrainers						

**10. Condition of Cracks & Tell tales if any**

Date of Inspection						
Item						
i. Location						
ii. Crack Pattern (Sketch to be attached)						
iii. Crack Width						
iv. Crack Length						
v. Crack Depth etc						
vi. Whether Cracks require Grouting						
vii. Condition of previous repairs if any						

**11. Gap between Girders**

Date of Inspection						
Item						
i. Gap between Girders						
ii. Gap at End of Girders						

**12. Certificate of the Head of inspection team.**

**“It is certified that our inspection team has carried out detailed inspection of ..... No. of ROBs and ..... No. of RFOs under my supervision. The observations are written against each item. The Structures is considered in good health and safe for running of traffic.”**



**Name and Signature of Inspecting Engineer**

**13. FINAL INSPECTION CERTIFICATE:** Final inspection certificate shall be issued by the authorized technical Head of the consulting company in following format

**FORMAT:**

**“It is certified that our inspection team headed by .....has carried out detailed inspection of ..... No. of ROBs and ..... No. of RFOs. The Structures are considered in good health and safe for running of traffic. The inspection report shall be valid for one year”**

**Signature of the Authorized Technical Head**

**SUGGESTED STANDARD TOOLS FOR ROUTINE INSPECTION**

1. Clip boards, chalk, markers, clamps etc.
2. Pocket tapes, folding rules, tapes (10 m to 50 m)
3. Feeler gauges, callipers
4. Straight edge, plumb bob, protector, spirit level
5. Thermometers, inspection mirror, binoculars, magnifying glass.
6. Camera, Flash light
7. Pocket knife, wire brush
8. Chipping hammer
9. Thin steel rod for use as probe (8 to 20 mm diameter)
10. Crack meter
11. Scrapper and emery paper, Plastic Jars and bags (for samples)

## PART-VI

### MILESTONES AND TIME SCHEDULE

**1. Time Schedule:**

**1.1 Time of start and completion:**

The time allowed for execution of the works is 04 (Four Months) from the date of issue of letter of acceptance from DFCCIL.

## **PART-VII**

### **TENDER ANNEXURES & FORMS**

<b>Annexures /form no.</b>	<b>Subject</b>
Annexure no I	Tender form
Annexure no II	Agreement for zone contract
Annexure no III	Work order under zone contract
Annexure no IV	Contract agreement of works
Annexure no V	Format for certificate to be submitted / uploaded by tenderer along with the tender documents
Annexure no VI	Tenderer's credentials (bid capacity)
Annexure –VIA	(Bid security) bank guarantee bond from any scheduled commercial bank of India.
Annexure –VIB	Annual contractual turnover data for the previous 3/4 years
Annexure no VII	Proforma for time extension
ANNEXURE – VIIA	Proforma of 14 days' notice for offloading of part of contract
ANNEXURE – VIIB	Notice for part of contract work offloaded
Annexure no VIII	Certificate of fitness
Annexure no IX	Proforma of 7 days' notice for works as a whole/ in parts
Annexure no X	Proforma of 48 hrs. Notice for whole work
Annexure no XI	Proforma of termination notice
Annexure no XII	Proforma of 48 hrs. Notice
Annexure no XIII	Proforma of termination notice
Annexure no XIV	Final supplementary agreement
Annexure no XV	Agreement towards waiver under section 12(5) and section 31a (5) of arbitration and conciliation (amendment) act
Annexure no XVI	Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract
Form no.1	Schedule of prices & total prices Tender schedule
Form no. 2	Tenderer's credentials
Form no 2A	Technical eligibility criteria details
Form No.2B	Statement of works in progress for bid capacity

Form-2C	Applicant's party information form
Form no. 3	ECS/ NEFT / RTGS mandate form
Form no. 4	Sample standing indemnity bond for “on account” payments
Form no.5	Pre contract integrity pact
Form No. 6	Anti-profiteering declaration to whomsoever it may concern
Form no 7	Draft memorandum of understanding (MOU) for Joint venture participation.
Form no. 8	Draft format of joint venture agreement
Form no 9	Pro-forma letter of participation from each partner of joint venture (JV)
Form no 10	Format for power of attorney for authorised signatory of joint venture (JV) partners
Form no 11	Format for power of attorney to lead partner of joint venture (JV)

TENDER FORM

Tender No:- .....

Name of Work :- .....

To

CHIEF GENERAL MANAGER

DFCCIL, C-16, Khushi Vihar
Patrakar Colony, Mansarovar, Jaipur 302020

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ DFCCIL, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

- 2. I/We also hereby agree to abide by the DFCCIL/Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready; and
(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

- (1) \_\_\_\_\_
(2) \_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

**AGREEMENT FOR ZONE CONTRACT**

**Deleted**

**ANNEXURE – II**

**ANNEXURE - III**

**WORK ORDER UNDER ZONE CONTRACT**

**Deleted**

\_\_\_\_\_ DFCCIL  
**CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the DFCCIL Administration hereafter called the "DFCCIL" of the one part and \_\_\_\_\_ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the DFCCIL for performance of the works \_\_\_\_\_ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of \_\_\_\_\_ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways/DFCCIL, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the DFCCIL and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and will maintain the said works for a period of \_\_\_\_\_ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the DFCCIL, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the DFCCIL will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor \_\_\_\_\_ (Signature)                      DFCCIL: Designation \_\_\_\_\_  
Address \_\_\_\_\_    (For DFCCIL)  
Date \_\_\_\_\_    Date \_\_\_\_\_

Signature of **Witnesses** (to Signature of Contractor) with address:

**Witnesses:**

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



**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I.....(Name and designation)\*\*appointed as the attorney/authorized signatory of the tenderer,

M/s\_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No.\_\_\_\_\_ of \_\_\_\_\_(DFCCIL)\*\*, 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 documents from DFCCIL /Indian railways website [www.ireps.gov.in](http://www.ireps.gov.in) . 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. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon 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 documents/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 of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be false/ forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) \*\*\_\_\_\_\_and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the **certificate** submitted by us are 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 Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

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.**

**ANNEXURE-V(A)**

*(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)*

I/We ..... (Name), attorney/authorized signatory of the ..... (constituent firm/constituent partner) and member/partner of the ..... (tendering firm) hereby solemnly affirm and state as under:

1. I/We certify that ..... (constituent firm/constituent partner) is/are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE  
OF THE CVONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

**TENDERER'S CREDENTIALS (BID CAPACITY)**

**Deleted**

**(Bid Security)**

**Bank Guarantee Bond from any scheduled commercial bank of India**

*(On non-judicial stamp paper, which should be in the name of the Executing Bank).*

**Name of the Bank: -----**

DFCCIL,  
Acting through,  
Chief General Manager/DFCCIL/Jaipur,  
Beneficiary: CPM DFCCIL JAIPUR

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

In consideration of the DFCCIL acting through Chief General Manager, C-16, Khushi Vihar, Patrakar Colony, Mansarovar Jaipur-302020 (***Designation & address of Contract Signing Authority***), DFCCIL, (hereinafter called “The DFCCIL”) having invited the bid for\_\_\_\_\_through Notice inviting tender (NIT) No.\_\_\_\_\_, We have been informed that . . . . ***[Insert name of the Bidder]***..... (***hereinafter called "the Bidder"***) intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of Bid Security]***, in the form of Bank Guarantee, according to conditions of Bid.

**AND**

WHEREAS, .....***[Insert Name of the Bank]***, with its Branch .....***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank**, acting through .....***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the DFCCIL:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the DFCCIL full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till .....*[insert date, which should be minimum 60 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	UBIN0536920
IFSC TYPE	BRANCH
BANK NAME	Union Bank of India
BRANCH NAME	Bapu Nagar, Jaipur (Rajasthan)
CITY NAME	Jaipur
ADDRESS	Bapu Nagar, Jaipur (Rajasthan)
STATE	Rajasthan
BG ENABLED	Yes

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date .....

Place.....

Bank’s Seal and authorized signature(s)  
*[Name in Block letters]* .....  
*[Designation with Code No.]*.....  
*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

**Note:** All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

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

**Deleted**



**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 liquidated damage fixed earlier*) will be recovered from you as mentioned in Clause 17B 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 DFCCIL

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT  
WORK**

\_\_\_\_\_ DFCCIL  
(Without Prejudice)

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

Dear Sir,  
Contract Agreement No. \_\_\_\_\_  
In connection with \_\_\_\_\_

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

*(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).*

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 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully  
For and on behalf of the DFCCIL

**NOTICE FOR PART OF CONTRACT WORK OFFLOADED**

\_\_\_\_\_ **DFCCIL**

(Without Prejudice)

To

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

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

*Or,*

1. Please refer your request letter no..... dated ....., wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

*(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)*

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. \_\_\_\_\_, over& above the cost of execution under this

contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the DFCCIL

**CERTIFICATE OF FITNESS**

1. (a) Serial Number \_\_\_\_\_  
(b) Date \_\_\_\_\_
2. Name of person examined \_\_\_\_\_
3. Father's Name: son/daughter of \_\_\_\_\_  
Residing at \_\_\_\_\_
4. Sex \_\_\_\_\_
5. Residence: \_\_\_\_\_

6. Physical fitness \_\_\_\_\_
7. Identification marks \_\_\_\_\_
8. Date of birth, if available, and/or certified age \_\_\_\_\_

I certify that I have personally examined (name) \_\_\_\_\_ 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.

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

9. Reasons for :
  - (a) Refusal to grant certificate, or \_\_\_\_\_
  - (b) Revoking the certificate \_\_\_\_\_

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS  
(DETAILS OF PART OF WORK TO BE MENTIONED)**

\_\_\_\_\_ **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 through various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).
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 the 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 DFCCIL

**ANNEXURE – X**

Reference Para 62(1)

Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK**

\_\_\_\_\_ **DFCCIL**  
(Without Prejudice)

To

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

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Seven days' notice under Clause 62 of the 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 the 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 be 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 any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the DFCCIL

**ANNEXURE – XI**

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE**

\_\_\_\_\_ **DFCCIL**  
(Without Prejudice)

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

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 the 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 DFCCIL



**ANNEXURE – XII**

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....**

**(DETAILS OF PART OF WORK TO BE MENTIONED)**

\_\_\_\_\_ **DFCCIL**

(Without Prejudice)

To

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

\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Seven days’ notice under Clause 62 of the 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 part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours’ notice in terms of Clause 62 of the 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 part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the DFCCIL

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....  
(DETAILS OF PART OF WORK TO BE MENTIONED)**

\_\_\_\_\_ **DFCCIL**

(Without Prejudice)

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

To

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

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. 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 part of work.....(details of part to be mentioned).
2. Your above part of work in contract .....(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same 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
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the DFCCIL

**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the DFCCIL, acting through the \_\_\_\_\_ Administration having his office at \_\_\_\_\_ herein after called the DFCCIL of the one part and \_\_\_\_\_ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_, duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues or claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

**(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)**

**Or**

*And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).*

*And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement*

*Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.*

*Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.*

***(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)***

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of DFCCIL

Witnesses \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act**

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant\_\_\_\_\_ Signature of Respondent

\_\_\_\_\_

**Agreement under Section 31(5)**

zzI/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

.

Signature of Claimant\_\_\_\_\_ Signature of Respondent\_\_\_\_\_

\*Strike out whichever not applicable.

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. \_\_\_\_\_ and empanelled as DFCCIL Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.  
Or  
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.  
Or  
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.  
Or  
There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

**SCHEDULE OF PRICES & TOTAL PRICES****Tender Schedule**

**Name of work:** - Providing Consulting Services for Detailed Technical Inspection of ROB's and Railway Flyovers including NDT testing as per requirement and relevant guidelines and submitting detailed report including suggesting suitable corrective measures wherever required under the jurisdiction of CGM/DFCCIL/Jaipur from New Rewari to New Kishangarh section of WDFC.

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Total Amount</b>
NS-1	<p>Consulting service charges for “Detailed Technical inspection and necessary testing including basic Non-destructive testing for bridges like ROB’s, and RFOs (Rail Flyover) including approach viaduct spans etc. at different places from New Rewari station to New Kishan Garh Station of WDFC as per the terms of this document, and relevant IRC/ Railway guidelines or as directed by engineer in charge. The purpose is more intensive and detailed inspection which will involve close examination of elements of the structure. It will be primarily close visual assessment supplemented with standard instrumented aids, methods and equipment as required. It also includes submission of detailed inspection report in prescribed Performa in three sets of Hard copy as well as soft copy with all necessary supporting documents and photographs. It also includes technical analysis and suggestions for further special investigation if any as per requirement and suggestion of repairs and its methodology. It should be duly signed and sealed. (Cost includes for the close visual inspection, arrangement of required inspection tools and equipment like Mobile bridge inspection unit/ man lifting crane and submission of final report).</p>				

	(1) Rate for the 1 <sup>st</sup> Span of ROB's	23.00	Each span	29,500	6,78,500.00
	(2) Rate for the 1 <sup>st</sup> Span of RFOs	4.00	Each span	35,400	1,41,600.00
	(3) Rate for additional Span of ROB's/ Approach Viaduct	59.00	Each span	29,500	17,40,500.00
	(4) Rate for additional Span of RFOs/ Approach Viaduct	4.00	Each span	35,400	1,41,600.00
<b>Total</b>					<b>27,02,200.00</b>
NS- 2	Consulting service charges for Basic Non-destructive testing for bridges like ROB's, and RFOs (Rail Flyover) including approach viaduct spans etc. at different places from New Rewari station to New Kishan Garh Station of WDFC as per the terms of this document, and relevant IRC/ Railway guidelines or as directed by engineer in charge. The purpose is to assess the health of elements of the structure. It will require necessary standard instrumented aids, methods and equipment as required. It also includes submission of detailed inspection report in prescribed Performa in three sets of Hard copy as well as soft copy with all necessary supporting documents and photographs. It also includes technical analysis and suggestions for further special investigation if any as per requirement and suggestion of repairs and its methodology. It should be duly signed and sealed. (Cost includes arrangement of required inspection tools and equipment including Mobile bridge inspection unit/ man lifting crane where ever required and submission of final report.				
	(1) Rate for Rebound Hammer (Schmidt Hammer)Test	200	Each	1180	2,36,000
	(2) Rate for Ultrasonic Pulse Velocity Test	200	Each	1770	3,54,000
	(3) Rate for Proof meter test for Rebar location and concrete cover	30	Each	885	26,550
	( 4) Pull out CAPO test	10	Each	10030	100,300



(5) Core cutting and testing for compressive strength and carbonation (min. 3 core extraction for one location)	10	Each	2950	29,500
<b>Total</b>				<b>7,46,350.00</b>
<b>Total (NS - 1 + NS-2)</b>				<b>34,48,550.00</b>

### Explanatory Notes for BOQ:

1. The Above Rate is inclusive of all other applicable taxes including applicable GST at the time of providing services.
2. The rates shall also include traveling, loading, boarding, fees of consultant and his representative etc. during site visits for inspections, survey and reports.
3. The rates for NS-1 does not include rate for Non-Destructive Testing which shall be paid separately under NS-2.
4. The rates also do not include other special investigations and shall be paid separately at agreed rates.
5. The above quantity is approximate: -The DFCCIL reserves the right to increase / decrease the same.
6. The contractor should adhere to **Anti Profiteering Provisions** as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

**TENDERER'S CREDENTIALS**

/	<b>Description</b>
1.	For technical experience/competence, give details of similar completed works during the last Seven financial years in the Performa given in Form-2A
2.	Bid Capacity- Details Of Existing Commitment And Balance Work 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 10 of Preamble and General Instruction to Tenders)**

**Deleted**

Statement of Works in Progress for Bid Capacity

**BID CAPACITY- DETAILS OF EXISTING COMMITMENT AND  
BALANCE WORK**

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

Name of Tenderer/JV partner:

**Deleted**

**APPLICANT'S PARTY INFORMATION FORM**

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <p align="right"><i>[insert full name of Applicant's Party]</i></p>
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

**ECS / NEFT / RTGS  
MANDATE FORM**

Date:-

To,

Dy.CPM/Finance

DFCCIL/Jaipur

Sub: ECS / NEFT / RTGS payments

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

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

Confirmed by Bank signature of tenderer with stamp and address

Enclose a copy of crossed cheque

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

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

We, M/s \_\_\_\_\_ hereby undertake that we hold at our stores Depot/s at \_\_\_\_\_ for and on behalf of the Managing Director/ DFCCIL acting in the premises through \_\_\_\_\_ the Chief General Manager / DFCCIL / Jaipur 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 CGM, DFCCIL/ Jaipur 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 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 \_\_\_\_\_ 2022 For and on behalf of  
M/s \_\_\_\_\_ (Contractor) Signature of witness  
Name of witness in Block letter. Address.

## **PRE CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on -----  
-----day of the month of----- , 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 BIDDER is willing to Offer/has offered for stores or works.

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

NOW, THEREFOR,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure Contract 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 Contract, 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 BIDDER either for themselves or for any person, organization or third party related to the Contract, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 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 BIDDER 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 BIDDER 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 Contract process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the Contract would not be stalled.

**Commitments of BIDDERS**

3. The BIDDER 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 Contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER 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 Contract.

3.2 The BIDDER 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 Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3.3 \*BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.

3.4 \* BIDDER 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 BIDDER further confirms and declares to the CLIENT that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER 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 BIDDER either while presenting the bid or during pre-contract negotiations or before signing the Contract 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 Contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER 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 BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, 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 BIDDER 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 BIDDER shall not lend to or borrow any money from or enter into any monetary dealing sortransactions, directly or indirectly, with any employee of the CLIENT.

#### **4. Previous Transaction**

- 4.1 The BIDDER 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 BIDDER agrees that if it makes incorrect statement on this subject, BIDDER 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 BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-
  - i. Bank draft or a pay order in favour of \_\_\_\_\_.
  - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
  - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The earnest money/Security deposit shall be valid 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 BIDDER a clause would also be incorporated in the article pertaining to performance Guarantee in the Contract 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 BIDDER 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 BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER 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 Contract is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the Contract, 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 BIDDER from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to BIDDER from the CLIENT in connection with any other Contract, 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 BIDDER. The BIDDER 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 BIDDER.

(vii) To debar the BIDDER 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 BIDDER to any middleman or agent or broker with a view a view to securing Contract the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any Contract signed by the client with the BIDDER, 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 be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the BIDDER 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 BIDDER shall be final and conclusive on the [A]. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 7. Fall Clause

7.1 The BIDDER 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 subsystems were supplied by BIDDER 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 BIDDER to the CLIENT, if the Contract 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 BIDDER 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 BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this integrity pact shall be from date of its signing and extend up to 5 years or the complete execution of the Contract to the satisfaction of both the CLIENT and the BIDDER including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity pact shall expire after twenty four months from the date of the signing of the Contract.

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 here by sign this integrity pact at.....On.....

CLIENT  
Name of the Officer  
Designation  
Deptt./Ministry/PSU

BIDDER

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

Witness  
1.-----

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

**ANTI-PROFITEERING DECLARATION TO WHOMSOEVER IT MAY CONCERN**

I....., age.....,years, Son/Daughter of....., resident of

..... Do solemnly affirm and state as under:

1) That I am the \_\_\_\_\_ <Designation of the authorized signatory> of .....And I am duly authorized to furnish this undertaking/declaration on behalf of ..... (Name of the company).

2) That ..... (Name of the company) has been awarded the work ..... (Name of Work) vide Letter of Award number ..... Dated ..... by M/s Dedicated Freight Corridor Corporation of India Limited.

3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST")Law(s),

4) That the Company ..... Has passed the benefit of input tax credit available on the.....(good/services) having HSN.....

supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1<sup>st</sup> July, 2017. The details and amounts being passed on to DFCCIL are provided in Annexure ..... Of this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.

5) Further, it is to confirm also that in case ..... (name of the organization) will receive any further benefit in future after 1<sup>st</sup> July, 2017 by way of availment of input tax creditswhichwerenotallowedtobeavailedbefore1<sup>st</sup>July,2017orredutionintaxrates

or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.

6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

7) I confirm that I am aware of the implication of the above undertaking and our liability on account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

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

Name of the Organization and Seal

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

***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	Other Partner(s)
.....	.....
(Name & Address)	(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.

**Deleted**

\*\*\*\*\*

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

**Deleted**

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

**POWER OF ATTORNEY\***

**Deleted**

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

**Deleted**

# **PART-XI**

# **DRAWINGS**

**Deleted**

**END OF DOCUMENT**