Dedicated Freight Corridor Corporation of India Ltd.

(A government of India Enterprise under Ministry of Railways)

Name of Work: - **"Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal".**

Single Stage Single Packet Tender

Tender No- KKK-EN-ROB-DGN-KAN-UDL

(PARTICIPATION THROUGH E-TENDER ONLY)

E-tendering site- https://www.ireps.gov.in / its link at www.dfccil.com
(Help desk of IREPS: 011 -23761525)

Dedicated Freight Corridor Corporation of India Ltd.,
3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1,
Bidhannagar, West Bengal, Kolkata-700064

Signature Not Verified
Digitally signed by SOUVIK SENGUPTA
Date: 2024.02.08 13:20:02 IST
Reason: IREPS-CRIS
Location: New Delhi

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Dedicated Freight Corridor

NOTICE INVITING E-TENDER

Dedicated Freight Corridor

PART - I

Chapter I

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

Tender No. KKK-EN-ROB-DGN-KAN-UDL **DATE: 07-02-2024**

NOTICE INVITING E-TENDER
National Competitive Bidding

Dear Sirs,

Name of Work: Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal.

1.1.1 **Chief General Manager/Kolkata,** 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064, India, 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:

Tender Notice No.	**KKK-EN-ROB-DGN-KAN-UDL**
Name of the work	**Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal.**
Employer	**Chief General Manager/Kolkata,** 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064, India **Acting through:** Ajay Kumar, IRSE Phone no:033-23590322 Email: ajaykumar13@dfcc.co.in
Engineer	Employer/Employer's authorized Representative
Type of Tender	Open E-Tender (**Single stage Single Packet**)
Type of Contract	Works Contracts
Estimated Cost	**Rs. 3,61,70,256/- (Including GST) (Rupees Three Crore Sixty One Lakh Seven Thousand Two Hundred Fifty Six Only)**
Period of Completion	**08 (Eight) months**
Cost of Tender Document	11,800/-(including @18% GST)
Earnest Money/Bid Security	Rs.7,23,400/- (Rupees Seven Lakh Twenty Three Thousand Four Hundred Only) to be deposited online through payment gateway

Dedicated Freight Corridor

	provided at www.ireps.gov.in.
E-tendering website	www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525 (10 Lines)
Date and Time of start and submission of filled Tender Document	**NIT and Tender Document can be viewed after 15:00 Hrs of 08.02.2024 and Bidding can be started after 15:00 Hrs of 19.02.2024 and can be submitted upto 15:00 Hrs of 04.03.2024 through www.ireps.gov.in**
Issue of Corrigendum, if any	**Upto 15 days prior** to the last date of submission (on websites **www.ireps.gov.in** and **www.dfccil.com**)
Communication Address	At office of Employer: **Chief General Manager/Kolkata,** 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064.
Date and Time of Opening of Tender	**Date 04.03.2024 at 15.30 hrs**
Validity of offer	60 days from the date of opening of the Bid of the Tender.
Security Deposit	5% of Contract value
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 three percent (3%) of the contract value in the form as given in clause 16.4 of GCC.
Defect Liability Period	24 (Twenty Four) Months after completion of work

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

1.1.3 Tender document will be available on DFCCIL's website www.dfccil.com, www.ireps.gov.in&Central Procurement portal eprocure.gov.in. For submission purpose, the Tender document can be downloaded from www.ireps.gov.in website. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.

1.1.4 DFCCIL may issue amendment(s) [addendum(s) / corrigendum(s)] to the tender documents. In such cases the amendment(s) shall be issued and placed on DFCCIL's website: www.dfccil.com and www.ireps.gov.in at least (15 Days) Fifteen Days prior to opening of tender. The tenderer who have downloaded the tender documents from the website before issue of amendment(s) must visit the website and ensure that such amendment(s) (if any) is also downloaded by them. Such amendment(s) (if any) shall also be uploaded duly stamped and signed / digitally signed along with the submission of tenders. **Any tender submitted without amendment(s) (if any) shall be liable to be rejected.**

1.1.5 The tender documents shall be submitted in online mode only through website www.ireps.gov.in in Single e-Packets only. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid.

Summary of Prices (Form No. 3) with % age above or below or at par on the amount of schedules "A and B" duly filled in along with Schedule of Prices (Form - 4) are to be submit **online mode only**.

Tenderer shall submit the **Bid Security/ Earnest Money Deposit** as detailed in Para 1.3.8 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III).

Financial Bid (as specified in "Financial Bid" in Tender Document) duly filled in is to be uploaded in Schedule. The rates must be filled after downloading the financial bid document in the prescribed format from the website www.ireps.gov.in. The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

1.1.6 To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password from www.ireps.gov.in .

1.1.7 Tenders shall be opened at the address given below as mentioned in Para 1.1.1 above in the presence of the tenderers or their authorized representatives intending to attend the opening. Address of Office of the **Chief General Manager/DFCCIL/Kolkata**, 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064, India, India.

All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e-tendering.

1.1.8 Tender shall be submitted as per "Preamble & General Instruction to Tenderers" forming as part of the complete tender documents.

1.1.9 **Any tender received without Earnest money / Bid Security in the form as specified in the tender documents shall not be considered and shall be summarily rejected.**

1.1.10 DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true and action as per tender Condition will be taken. The decision of DFCCIL in this regard shall be final and binding.

1.1.12 DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 1.1.11 of Notice Inviting Tender and clause no. 13.4.8 (d) of General Information/Data Sheet.

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

1.1.14 The validity of offer shall be 60 days from the date of opening of the Bid of the tender.

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1.1.15 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from the website www.ireps.gov.in by them.

1.1.16 Tenderers must read all instructions regarding e-tendering process as mentions in PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS Part-I, Chapter-III.

1.1.17 Tenderers are advised to visit the DFCCIL website/IREPS website regularly for information regarding tender. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and www.ireps.gov.inonly.

Chief General Manager/Kolkata for
& on behalf of DFCCIL

Dedicated Freight Corridor

GENERAL INFORMATION / DATA SHEET

Dedicated Freight Corridor

PART - I

Chapter II

GENERAL INFORMATION / DATA SHEET

Tender Notice No.	**KKK-EN-ROB-DGN-KAN-UDL**
Name of the work	**Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal**
Employer	**Chief General Manager/Kolkata** Dedicated Freight Corridor Corporation of India Ltd., 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064 **Acting through:** Ajay Kumar, IRSE Phone no: 033-23590322 Email: ajaykumar13@dfcc.co.in
Engineer	Employer/Employer's authorized Representative
Type of Tender	Open E-Tender (**Single stage Single Packet**)
Type of Contract	Works Contracts
Estimated Cost	**Rs. 3,61,70,256/- (Including GST) (Rupees Three Crore Sixty One Lakh Seven Thousand Two Hundred Fifty Six Only)**
Period of Completion	**08 (Eight) months**
Cost of Tender Document	Rs 11,800/- (Including 18% GST)
Earnest Money	Rs.7,23,400/- (Rupees Seven Lakh Twenty Three Thousand Four Hundred Only) to be deposited online through payment gateway provided at www.ireps.gov.in.
E-tendering website	www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525 (10 Lines)
Date and Time of start and submission of filled Tender Document	**NIT and Tender Document can be viewed after 15:00 Hrs of 08.02.2024 and Bidding can be started after 15:00 Hrs of 19.02.2024 and can be submitted upto 15:00 Hrs of 04.03.2024 through www.ireps.gov.in**
Issue of Corrigendum, if any	**Upto 15 days prior** to thelast date of submission (on websites **www.ireps.gov.in** and **www.dfccil.com**)
Communication Address	At office of Employer: **Chief General Manager/ Kolkata**, 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064.
Date and Time of Opening of Tender	**Date 04.03.2024 at 15.30 hrs**

Dedicated Freight Corridor

Validity of offer	60 days from the date of opening of the Bid of the Tender
Security Deposit	5% of Contract value
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 three percent (3%) of the contract value in the form as given in clause 16.4 of GCC.
Defect Liability Period	24(Twenty-Four) Months after completion of work

Dedicated Freight Corridor

PREAMBLE
&
GENERAL INSTRUCTIONS TO TENDERERS

Dedicated Freight Corridor

PART-I

Chapter- III

PREAMBLE &GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

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

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

(ii) Eastern 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. 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.

Presently, 19 ROBs/RUBs of this section as shown in Part-IV, Chapter-II of Tender Document, will be taken up for this consultancy services for Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal. The list is only indicative and as per requirement, more ROBs may be added in the scope of work or LC No. for ROB/ RUB may change.

Dedicated Freight Corridor

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

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

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

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

A. Accessing / Purchasing of bid documents:

The Bidder who wishes to view free Notification and Tender Documents can visit DFCCIL's website www.dfccil.com or www.ireps.gov.in or Central Procurement Portal www.eprocure.gov.in. Interested bidders who wish to participate should visit website www.ireps.gov.in, which is the only website for bidding their offer. Further the procedure is as follows:

It is mandatory for all the Bidders to have organizational class-III digital signature certificate from any of the licensed certifying agency ("CA") Bidders can see the list of licensed CAs from the linkwww.cca.gov.in] to participate in e-tendering of DFCCIL.

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with IREPS (Indian Railway e-Procurement System) and to have user ID &password. The E-Tender portal is **http://www.ireps.gov.in**.

B. Preparation &Submission of applications:

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

Only Electronic Form (to be uploaded on the IREPS)

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

C. Document should be uploaded on the IREPS site (On line mode only)

a) Power of Attorney for signing the Application.

b) If applicable, the Power of Attorney for Lead Member of JV;

c) An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.

d) SUBMISSION OF FIRMS CREDENTIALS in prescribed format mentioned in BID DOCUMENT

e) SUBMISSION OF TECHNICAL PROPOSAL in prescribed format mentioned in BID DOCUMENT,

f) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;

g) Technical Bid (duly signed & scanned or digitally signed), Financial Bid (in online mode only) and other relevant documents.

h) EMD Document in accordance Para 1.3.8"Preamble and General Instructions to Tenderers" of Tender document (Statutory document).

i) Memorandum of Understanding (in case of JV) as per Form-9 (Part-IV, Chapter- II of BID DOCUMENT.

j) The Bidder shall upload signed and scanned or digitally signed copies of the documents on the IREPS before scheduled date and time of submission of Tender. No hard copy of the documents is required to be submitted.

D. Modification / Substitution/ Withdrawal of bids:

(i) The Bidder may modify, substitute or withdraw its e-bid after submission but prior to scheduled date and time of submission of tender. No Bid shall be modified, substituted or withdrawn by the Applicant after scheduled date and time of submission of tender.

(ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the scheduled date and time of submission of tender, unless the same has been expressly sought for by the Authority, shall be disregarded.

(iii) For modification of e-bid, applicant/tenderer has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

(iv) For withdrawal of bid, applicant/tenderer has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

Dedicated Freight Corridor

(v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant/tenderer cannot re-submit e-bid again.

E. Opening and Evaluation of bids:

(i) Opening of Bids will be done through online process.

(ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

(iii) The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tenderi.e. in the presence of the Bidders who choose to attend. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

F. Online E-bidding Methodology:

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time. Bid will be opened at the time and date notified in the tender notice.

G. Broad outline of activities from bidders' perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Registration on Electronic Tendering System (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS– Query to DFCCIL (Optional) – view response to queries posted by DFCCIL, through addenda if any.
7. Bid-Submission on ETS: Prepare & arrange all documents/papers for submission of bid & tender cost online and EMD deposit on online/offline as per instruction.
8. Attend Public Online Tender Opening Event (TOE) on ETS
9. Post-TOE Clarification on ETS (Optional)-Respond to DFCCILL's post-TOE queries
10. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Financial Bid & Technical Bid duly filled in is to be uploaded in "Financial Offer & Technical Eligibility". The rates must be filled after downloading the financial bid document in the prescribed format from the website www.ireps.gov.in. The financial & Technical bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

H. Digital Certificates:

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

Dedicated Freight Corridor

I. Registration:

Intending bidders are requested to register themselves via www.ireps.gov.in for obtaining user credential etc. DFCCIL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

J. Help Desk for E-Tendering:

For any help, please contact IREPS Helpdesk at 011-23761525 (10 Lines).

(iv) Scope of work:

Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal.

Presently, ROBs/RUBs of this section as shown in Annexure-1A (Part-IV, Chapter-III of Tender Document) will be taken up for this consultancy services for Development and Preparation of GADs, Detailed Project Report, Preparation of Detailed Drawings and Design for Foundation, Sub-structure & Super-Structure of Viaduct Spans and Approaches. The list is only indicative and as per requirement, more ROBs may be added in the scope of work or LC No. for ROB/ RUBs may change.

The scope of work shall include but not limited to:

a) The consultant shall conduct preliminary site survey and submit a "Concept Plan" indicating different options for ROB/ RUB alignment. This concept Plan will be scrutinized by the DFCCIL in consultation with IR and other Stakeholders and the most suitable alignment for the ROB will be selected and communicated to the Consultant.

b) After finalization of Concept Plan, the Consultant shall conduct Geotechnical Investigation and topographic survey at the selected location and prepare the GAD. This GAD shall be submitted to DFCCIL, who will process for obtaining formal approval of concerned stakeholders. The consultant will provide technical support in approval of GADs by way of addressing queries of stakeholders through emails/letters. After submission of GADs to DFCCIL, joint site visits, meetings/presentations with stakeholders may be required for approval of GADs. After submission of GADs to DFCCIL, Out- station visits (Kolkata, District HQs Asansol, Dhanbad, Delhi/NCR and other locations in Dankuni-Dhanbad section) with stakeholders will be attended by consultant team on specific advice of DFCCIL and nothing extra will be paid for visits for such meetings. Similarly, meetings attended by Consultant at Asansol or Kolkata or Delhi/NCR will be deemed to be inclusive of scope of work and nothing extra will be paid for such meetings.

c) As layout of ROB/ RUB in railway portion is dependent upon feasibility and layout of approach alignment, after topographical survey, an Integrated Key Plan of entire ROB/ RUB alignment covering railway portion, approaches, take-off and landing arrangements of ROB approaches with NHAI/other roads will be developed and included in GAD. The Technical Requirement for Topographical survey is mentioned in the Part-II, Technical Specifications of Tender Document.

d) Geotechnical investigation as per codal provisions shall be carried out by drilling boreholes for 40m depth & collecting soil samples from boreholes. Technical requirement for Geotechnical investigations is further spelt out in the Part-II, Technical Specifications of Tender Document. After completion of borehole drilling, the Consultant will inform DFCCIL for checking the borehole depth. After checking the borehole depth, the Consultant will plug the boreholes. Till boreholes are plugged, the Consultant will protect the boreholes to avoid any accident/mishap due to drilled borehole.

e) Geotechnical report will be submitted by the Consultant covering geology and seismicity of area, details of lab test results, bore log details. Based upon field and lab results, the Consultant will work out two options i.e., pile as well as open foundation. Justification for adoption of pile foundation will be part of Geotechnical report.

Dedicated Freight Corridor

f) Schedule of land and property required for costing purpose for construction of ROB/ RUB (Railway portion + approaches), will be prepared by the Consultant as per format advised by DFCCIL. The above-mentioned schedule of land and property is also meant for assessing the requirement of acquisition of land and/or property.

g) Preparation of Land Plans using Total Station and DGPS Instrument for acquisition purpose duly superimposing on Revenue Maps, preparation of 20A proposals and 20E proposals. Preparation of Form-11 for 20F award notification (where ever required).

h) GADs will be prepared on AutoCAD and printed on tracing paper shall be submitted to DFCCIL for signature of all stakeholders. In addition, soft copy will also be submitted to DFCCIL. GADs will be prepared at suitable scale and different portions may be shown at different scales for clarity. DFCCIL will make available the check list as prescribed by Eastern Railway and same will be followed for preparation of GAD. As far as possible, RDSO standard superstructure drawings will be followed. The GAD prepared will be property of DFCCIL.

i) After approval of GAD by competent authority (Chief Bridge Engineer of the zonal railway), the Consultant shall prepare preliminary and detailed design of foundation, substructure, superstructure, including staircase, approach slab (wherever applicable) & Good for Construction drawings (GFC Drawings) and all other drawing as required for construction of DFC + Railway portion of the ROB and both approaches. The detail design of superstructure will be further governed as per Para (iv)h of Deliverables. These post GAD activities shall be initiated and undertaken by the Consultant after receipt of approved copy of GAD.

j) Preparation of bill of quantities, cost estimates, technical specifications and tender documents as per preliminary designs and drawings.

k) Checking of design/ drawings submitted by contractor(s) for bearings, launching schemes, Temporary Arrangement Drawing etc, if any, up to Defect Liability Period (DLP).

l) Technical support for getting approval from Railway/CRS including approval of temporary staging and launching scheme upto Defect Liability Period (DLP).

m) Designer support during construction of ROB including site visit as per requirement of DFCCIL. This will include modification of design/drawings as and when required, up to Defect Liability Period (DLP).

n) Drone Videography in linear section as instructed by engineer incharge to review progress of work/ intrusion is also under the scope of the work.

o) Consultancy period will be valid till completion of ROBs/ RUBs in Railway and DFCCIL portion. Suitable extension of completion period will be provided as and when required.

p) Technical support for design clarification, documentation and approvals requires filed visits of Consultant/Team. The cost of site visits during currency of contract is inclusive in the rates. However, site visits after Date of Completion during Defect Liability period will be paid @ Rs. 10,000/- lumpsum per day of visit which shall be inclusive of all travel, lodging, boarding etc expenses.

q) The tenderer who will be awarded with the job should either have design office at Kolkata already functioning or should set up such office within one month of issue of LOA. Design office should have at least 01 engineers and 02 AUTOCAD drawing staff conversant with design and drawing of ROB and highway bridges.

Note: The scope of work is only indicative and as per requirement, pathway, earthwork may be added in the scope of work or location may change.

(v) Cost of the work:

The estimated cost of the tendered work is indicated in Part-I, Chapter-II (General Information/ Data Sheet)

(vi) The tenderer shall be governed by General Conditions of Contract (GCC), Preamble &General Instructions to Tenderers (GIT) and Special Conditions of Contract (SCC). Wherever, there is a

Dedicated Freight Corridor

conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding. Part I, Chapter-IV and V of the tender document contains General Conditions of Contract and Special Conditions of Contract respectively are specific to this work and shall be applicable in the contract.

(vii) Location:

Works are to be executed in the jurisdiction of Chief General Manager/DFCCIL/Kolkata at various station area of **Asansol** divisions of Eastern Railway in between Khana to Andal section of DFCCIL alignment under state of West Bengal and Jharkhand. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iv) above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

1.3.2 (a) Tender Bid

The Tender Bid shall be submitted through online only on website www.ireps.gov.in as under:

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

Price elements of the Tender Bid as per para1.3.2 (b) (iii), herein after called "FINANCIAL BID". The BID shall be opened on the date of tender opening and the detailed scrutiny of BID shall be carried out. The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2 (b) Form of Tender:

The Tender documents shall be in single packet viz:
Containing technical bid and financial bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Summary of Prices and Schedule of Prices are to be submitted in "TECHNICAL BID" and summary of Prices and Schedule of Prices with percentage above/below/at par duly filled in are to be submitted in "FINANCIAL BID".

Tenders not submitted in the proper Forms are liable to be rejected.

(i) Documents to be submitted in the office of GM/Co-Ord/DFCCIL/Kolkata:

S. No	Description	Documents
(1)	NIL	NIL

(ii) Documents to be enclosed with the TECHNICAL BID:

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance with Para 1.3.13 (i), (ii) & (iii) of Part-I, Chapter-III (Preamble & General Instructions to Tenderers).	Form No. 2A, 2B ,2C ,25 and 25A along with supporting documents
(3)	certificates for authenticity of documents	Form No. 22
(4)	-	-
(5)	Details of Earnest money in accordance with Para 1.3.8 and Cost of Tender Document in accordance with Para 1.3.4.3 of Part-I, Chapter-III (Preamble & General Instructions to Tenderers)	

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(6)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Part-I, Chapter-III (Preamble & General Instructions to Tenderers).
(7)	All documents required as per para 1.3.6.2, 1.3.6.3 of Preamble & General Instructions to Tenderers and all documents required as per para 65 and 66 of GCC.

(iii) Documents to be enclosed with the FINANCIAL BID:

S. No	Description	Documents
(1)	Summary of Prices, Schedule of Prices & Total Prices	Form No. 3 & 4(Financial schedule onwww.ireps.gov.in)

1.3.3 Tender Document:

This tender document consists of following five parts:

PART/ CHAPTERS	DESCRIPTION
PART - I	
Chapter I	Notice Inviting E-Tender
Chapter II	General Information / Data sheet
Chapter III	Preamble & General Instructions to Tenderers
Chapter IV	General Conditions of Contract (GCC)
Chapter V	Special Conditions of Contract (SCC)
PART - II	Technical Specifications
Chapter I	Special Conditions and Specifications for Topographic survey
Chapter II	Special Conditions and Specifications for Geotechnical investigation
PART - III	Additional Technical Specifications
Chapter I	Codes & Specifications to be followed
Chapter II	Priority of Documents
PART - IV	
Chapter I	Milestones and Time Schedule
Chapter II	List of LCs to be eliminated by ROBs/ RUBs
	Tender Forms (including Schedule of Prices)

1.3.4 Sale and Submission of Tender Document

1.3.4.1 Tender document can be viewed from DFCCIL's website www.dfccil.com, www.ireps.gov.in & Central Procurement portal eprocure.gov.in. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and www.ireps.gov.in only**.** For submitting the tender, the Tender documents and amendment(s) can be downloaded from the **www.ireps.gov.in**by the registered tenderers only. The details of registration and online tendering process is mentioned in Para 1.3.1 (iii) above.

1.3.4.2 Clause applicable for tender documents downloaded from Internet

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

agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief General Manager/Kolkata, 3rd Floor, DCOS Building, Central Park Depot, E-W Metro, Saltlake, Sector-I, Kolkata – 700064, India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.3 Cost of Tender documents downloaded from internet

For submitting the tender, the Tender documents and Amendment(s), if any, is/are available on **www.ireps.gov.in and** www.dfcc.com_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.

1.3.4.4 Complete tender documents must be submitted online duly completed in all respect **upto the scheduled date and time mentioned in the Para 1.1.1 of Notice Inviting E-Tender. The Bid**will be opened on the scheduled day and time on IREPS. 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.ireps.gov.in and www.dfcc.com**. The detailed procedure of tender opening will be as per para1.3.5.

1.3.4.5 Tender Document including, Financial Bid to be downloaded from website www.ireps.gov.in and then, filled (through digital signature) on the same website and not to be submitted in hard copy at all. ***The financial bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of*** **Chief General Manager/DFCCIL/Kolkata.**

1.3.4.6 Deleted.

1.3.4.7 Each page of the tender papers is to be signed either physically or digitally by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them.

1.3.4.8 Care in Submission of Tenders:

(a) **i)**Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the Standard Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

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

iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally

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authorized to enter into commitments on their behalf.

(c) The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(d) 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 Form No. 22. Non submission of above 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 by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

1.3.4.9 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

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

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

1.3.4.12 The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tender in which bidder has participated and EMD of all such tenderers shall stand forfeited.

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

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1.3.5 Opening of Tender:

(a) Tender will be opened at the scheduled date and time mentioned in the Para 1.1.1 of Notice Inviting E-Tender in the office of **Chief General Manager/DFCCIL/Kolkata**, 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064, India in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

(b) Bid of the bidders shall be opened through process of e-tendering.

(c) **BID** only of all the tenderers shall be opened and the contents there of i.e. qualification details shall be read out.

(d) After the opening of BID 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 shortlisted.

(e) The time of opening, date and venue as per section 1.1through IREPS. The earnest money of non-qualifying tenderers will be returned back within a reasonable period after completion of results of Bid.

1.3.6 Constitution of the Firm:

1.3.6.1 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 / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. **Joint Venture (JV) firms are not eligible for participation in this 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 maybe.

1.3.6.2 Documents to be Submitted Along with Tender:
Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All other documents in terms of explanatory notes in clause 1.3.13 of General Information/Data sheet.

(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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was/is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All other documents in terms of explanatory notes in clause 1.3.13 of General Information/Data sheet.

(c) Partnership Firm: The tenderer shall submit documents as mentioned in clause 66 of the GCC.

(d) Joint Venture (JV): (Joint Venture (JV) firms are not allowed to participate in tender valued less than 10Cr.) The tenderer shall submit documents as mentioned in Clause 65 of the GCC.

(e) Company registered under Companies Act2013:

(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) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 1.3.13 of General Information/Data sheet.

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(f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- **(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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- **(v)** All other documents in terms of explanatory notes in clause 1.3.13 of General Information/Data sheet.

(g) **Registered Society & Registered Trust:** The tenderer shall submit:

- **(i)** A copy of the Certificate of Registration.
- **(ii)** A copy of Deed of Formation.
- **(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)** All other documents in terms of explanatory notes in clause 1.3.13 of General Information/Data sheet.

(h) 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.

(i) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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 Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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(j) A tender from JV (if applicable) / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(k) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(l) The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV)(if applicable) / registered society / registered trust / HUF etc if they want to act through agent or individualpartner(s),shouldsubmitalongwiththetender,acopyofpowerofattorneyduly 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 submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted **even if** such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

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

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

After opening of the tender, any document pertaining to the constitution of the Firm / Joint Venture etc. shall neither be asked nor be entertained/ considered by DFCCIL. However clarification on any submitted document(s) may be sought by DFCCIL, if required.

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

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

1.3.7 Validity of Tender:

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

1.3.8 Earnest Money Deposit:

For the subject tender, the Earnest Money deposit shall be **Rs.7,23,400/- (Rupees Seven Lakh Twenty Three Thousand Four Hundred Only)** and shall be governed below. In case the Earnest Money Deposit for the tender is applicable, the below instructions shall be applicable

(a) The tenderer shall be required to deposit earnest money 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.
Note: (a) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as "Startups" shall be exempted from payment of earnest money deposit detailed above. (b) 100% Govt. owned PSUs shall be exempted from payment of earnest money deposit detailed above. (c) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit 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 resile 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.

(c) If his tender is accepted this earnest money mentioned above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money 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 that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) The Earnest Money shall be deposited through e-payment gateway or as mentioned in tender documents.

(e) The tender must be accompanied by Earnest Money as mentioned above deposited through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered.

The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of opening 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 the DFCCIL, Should the Tenderer fail to observe or comply with

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the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the DFCCIL.

1.3.9 Execution of Contract Agreement:

The successful tenderer, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL though a Letter of Acceptance (LOA). 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.

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief General Manager /DFCCIL/Kolkata**, 3rd Floor, DCOS Building, E-W Metro, Central Park Depot, Salt Lake Sector 1, Bidhannagar, West Bengal, Kolkata-700064, Indiaor if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 7 days after notice that the contract has been awarded/that the contract agreement is ready to him.

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

1.3.10 Security Deposit on Acceptance of Tender:

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

1.3.11 Tenderer's Address

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

1.3.12 Right of DFCCIL to Deal with Tenders

a) The DFCCIL reserves the right of not to invite tenders for any of DFCCIL work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.
b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

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1.3.13 (i) Eligibility Criteria

(A): Technical Eligibility Criteria: Form 2A

Criteria	Compliance Requirement		Documents
Requirement	**Single Entity**	**Joint venture**	**Submission Requirement**
The tenderer / JV firm (as per clause no. 65.15.1 of GCC) must have satisfactorily completed any of the following during last 7 years, ending last day of month previous to the one in which tender is invited: **(a)** Three similar works each costing not less than the amount equal to 30% of advertised value of subject work, or **(b)** Two similar works each costing not less than the amount equal to 40% of advertised value of subject work, or **(c)** One similar works each costing not less than the amount equal to 60% of advertised value of subject work	Must meet requirement	JV firms are not allowed to participate in tender valued less than 10Cr	The tenderer shall submit the completion certificates/ certified completion certificates from the client(s) and or Photocopies of original certificates of client.

Note 1:
Definition of "Similar Work": -
"Design and drawing of Railway Bridge/ROB/ FOB"

Note:

1. For Technical Eligibility Criterion 1.3.13 (i)A value of completed work done by a member in an earlier JV Firm (if applicable) shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

2. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

3. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(B): Financial Eligibility Criteria: Form 2B

Criteria	Compliance		Documents
Requirement	**Single Entity**	**Joint Venture**	**Submission Requirements**
The contractual payments received by the tenderer/ JV firm (As per clause 65.15.2 of GCC) in the previous three financial year and the current financial year up to the date of Inviting of tender shall be at least **150% of total advertised value of tender.** The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	Must meet Requirement	JV firms are not allowed to participate in tender valued less than 10Cr	TDS certificates/Audited balance sheets and or Photocopies of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

Note:

1. Contractual payments received by a Member in an earlier JV firm (if applicable) shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender for considerations.
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment to credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.*
4. *If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.*
5. ***In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate***

evaluation for each component of that work shall be made to decide eligibility.

6. *The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s)etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s)etc.*
9. *In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

1.3.13 (ii)Bid Capacity:(Not Require for Tender value Less than 20 Cr.) The tender/technical bid will be evaluated based on bid capacity formula detailed as proform no. 25. Bid capacity of JV firm shall be evaluated as per clause 65.15.3 of GCC.

Note:

a) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per Form 25A for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

b) In case of JV (if applicable), the tenderer(s) must furnish the details of existing commitments and

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balance amount of ongoing works with each member of JV as per Form 25A of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

c) Value of a completed work/work in progress/work awarded but yet not started for 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 bid capacity in the tender under consideration.
d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.
f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

1.3.13 (iii) Credentials of Tenderer:

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

a) For Technical eligibility criteria, the details will be submitted in Form No.2A along with supporting documents.
b) For Financial eligibility criteria, the details will be submitted in Form No.2B along with supporting documents.
c) The following will be applicable for evaluating the eligibility:
The tenderer shall be considered disqualified/in-eligible if:

(i) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Website (http://www.indianrailways.gov.in/railwayboard)of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.

(ii) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

d) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e., INR as per exchange rate mentioned in para c(iii) above.

1.3.13 (iv)System of Verification of Tenderer's Credential:

1. The tenderer shall submit self-attested certificates along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self–attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Form-22. Non submission of a certificate (Form No. 22) by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the

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submitted document of tenderer as far as his qualification for the tender is concerned.

3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the DFCCIL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the DFCCIL thereunder.
4. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

1.3.14 Period of Completion:

The entire work is required to be completed in all respects within **08 months (Eight months)** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.3.15 Deleted

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

1.3.17 Deleted

1.3.18 Quantum of work and materials:

The indicative schedule of quantities of various items of works Form No. 3 & 4(Summary of Prices has been separately attached in Financial Bid).

1.3.19 Employer not bound to accept any tender:

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

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1.3.20 Schedule of Prices

The Form-3 and Form-4 of Part-IV, Chapter-II of BID DOCUMENTS lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.21 Performance Guarantee: Refer relevant clause of GCC.

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

1.3.23 Negotiation:

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

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

1.3.24 Site Inspection:

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

1.3.25 Deleted.

1.3.26 Preliminary examination of bids

a) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

b) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

c) The rates should be quoted 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:

a. That affects in any substantial way the scope, quality or Performance of the contract.

b. That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or

c. Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

e) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

f) In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

1.3.27 Evaluation and comparison of tenders:

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

1.3.28 Canvassing

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

1.3.29 Award of Contract

2. DFCCIL shall notify the successful tenderer in writing by a IREPS Registered Letter/Courier/Speed Post/Email or through bearer that his tender has been accepted.

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2. Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the contractor till such time the contract agreement is signed.

1.3.30 Understanding and Amendments of Tender Documents:

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

1.3.31 Deleted

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GENERAL CONDITIONS OF CONTRACT (GCC)

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PART - I
CHAPTER IV

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

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

(a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway / DFCCIL or of the Successor Railway/DFCCIL authorized to deal with any matter which these presents are concerned on his behalf.

(b) "General Manager of Railway" shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway and shall also include Managing Director/ Director of DFCCIL;

(c) "Chief Engineer" shall mean the officer - in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include GGM/CGM/GM/CPM of DFCCIL.

(d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by "Railway" and shall mean and include their successors of the successor Railway.

(e) "Engineer" and Employer's Engineer shall mean the Chief Project Manager/Chief General Manager/ General Manager (Coordination) of DFCCIL / PMC appointed by DFCCIL.

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

(g) "Contractor" shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.

(h) "Contractor's authorised engineer" shall mean a graduate engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

(i) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.

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(j) "Works" shall mean the works to be executed in accordance with the contract.

(k) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.

(l) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified in tender document.

(m) "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.

(n) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(o) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.

(p) "Site" shall mean the land and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway/DFCCIL for the purpose of the Contract.

(q) "Period of Maintenance" shall mean the defect liability period (DLP) from the date of completion of the works as certified by the Engineer.

(r) "Bid" or "Tender", "Bidder" or "Tenderer" wherever appearing in this document shall have the same and interchangeable meaning.

(s) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

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

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

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GENERAL OBLIGATION

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

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2.(3) If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall not withstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/CGM/GM/CPM/nominated by DFCCIL.

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

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

4. **Communications to be in writing**: - All notices, communications, reference and complaints made by the Railway/DFCCIL or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

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

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

7. **Assignment or subletting of contract: -**The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer/Chief General Manager/General Manager/DFCCIL, save as provided below. Any breach of this condition shall entitle the Railway/DFCCIL to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway/DFCCIL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer/Chief General Manager/DFCCIL for the same. While submitting the proposal to railway/DFCCIL, Contractor shall ensure the following: -

a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway/DFCCIL and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(iii) There is no banning of business with the sub-contractor in force over IR/DFCCIL.

b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

c) On receipt of approval from Chief Engineer/Chief General Manager/DFCCIL, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway/DFCCIL, with prior intimation to Chief Engineer/Chief General Manager/DFCCIL.

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f) The Contractor shall indemnify railway/DFCCIL against any claim of subcontractor.

g) The Contractor shall endeavour to resolve all matters and payments amicably and speedily with the subcontractor.

h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway/DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).

k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway/DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.

8. Assistance by the DFCCIL for the Stores to be obtained by the Contractor: - Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.

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9. **Deleted**

10. **Carriage of materials: -**No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

11. Deleted

12. **Representation on Works: -**The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

13. **Relics and Treasures: -**All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.

14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

15. **Indemnity by Contractors: -**The contractor shall indemnify and save harmless the Railway/ DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways /DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

16. **(1) Security Deposit: -**The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway/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 10% of the total value of the contract.

Further, in case of contracts having value equal to or more than Rs. 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways/DFCCIL.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

16. **(2)(i) Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

(a) Final Payment of the Contract as per clause 51. (1) and
(b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

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

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

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

The procedure for obtaining Performance Guarantee is outlined below:

(i) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) 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 contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th 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 Contractor 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 Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Start-up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(ii) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the 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) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;

(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;

(vi) 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

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(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.

(iii) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the 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 Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(iv) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to *3% (three percent)* for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to *3% (three percent)* of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL.

(v) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(vi) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with DFCCIL.

(vii)The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India 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 Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India / DFCCIL any amount due, either asagreed by the Contractor 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 Contract being determined or rescinded under clause 62 of the GCC

(viii) The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%.

17. **Force Majeure Clause:-** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/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

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this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

(i) **Extension due to modification**:- If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

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

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

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

17-B Extension of time for delay due to contractor: -Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway/DFCCIL may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time

(Proforma at Form- 14) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No.	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the Railway/DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway/DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

18.(1) **Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway/DFCCIL or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway/DFCCIL shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway/DFCCIL shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

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

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EXECUTION OF WORKS

19.(1) **Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.(2) **Commencement of works: -**The contractor shall commence the works within 07 (Seven) days from the date of issue of Letter of Acceptance (LOA) in writing to this affect from the Engineer and shall proceed with the same with due expedition and without delay.

19.(3) **Accepted Programme of work: -**The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the Work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfil this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

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

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

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

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

20.(4) **Separate contracts in connection with works: -**The DFCCIL shall have the rightto let other contracts in connection with the works. The contractor shall afford other contractor(s) reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

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

a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

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

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

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

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

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

23. **Working during night: -** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. 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 Contractor for claiming any extra payment for the same.

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

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

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

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

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

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

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

26A.1 The contractor shall also employ minimum one Qualified Graduate Engineer & two Qualified Diploma Holder Engineer at site.

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

26A.3 Deleted

27.(1) Workmanship and testing:- The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

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

(a) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) the substitution of proper and suitable materials, and

(c) the removal and proper re-execution, notwithstanding any previous tests thereof or on

(d) account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

(e) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

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

29. Examination of work before covering up:- The contractor shall give7days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: -All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the

Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway/DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway/DFCCIL necessary expenses incurred by the Railway/DFCCIL in connection therewith shall be borne by the contractor.

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

31.(2) Deleted

31.(3) Deleted

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

31.(5) (b) Deleted

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

33.(1) **Tools, Plant and Materials Supplied by DFCCIL: -**The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33(2) **Hire of DFCCIL / Railway's Plant: -** such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) **Precaution during progress of works: -**During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water courses: -Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

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34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible

34.(4) Safety of Public: -The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway 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. Contractor shall ensure placement of barricading/partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

35. Deleted.

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

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

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

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

37. Rates for items of works:- The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by

the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract 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 Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

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

38. Deleted

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

The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority: -

(i) Analysis of Unified Schedule of Rates of Indian Railways
(ii) Analysis of Delhi Schedule of Rates issued by CPWD
(iii) Market Analysis

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the CPM/General Manager within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CGM/CPM's/ General Manager's

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decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

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

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

VARIATIONS IN EXTENT OF CONTRACT

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

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

42.(2) **Variations in Quantities During Execution of Works Contracts: -**

(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item ofworks.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

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

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

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

(d) Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

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

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

(vii) In cases where decrease is involved during execution of contract: -

(a) The contract signing authority can decrease the items upto 25% of individual item.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

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

42.(3) **Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be

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calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

CLAIMS

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

43.(2) **Signing of "No Claim" Certificate: -**The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. **Quantities in schedule annexed to Contract: -**The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

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

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

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

45.(ii) Measurement of works by Contractor's Authorised Representative (If so allowed or instructed): -

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

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

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

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

(b) Incorrect Measurement, actions to be taken:

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

(i) On first occasion of noticing exaggerated/false measurement, Engineer shall impose a penalty of 10% of the claimed gross bill value.

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

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

All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of 6% (Six) 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 contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that

the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee i.e., sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re. 1/- will be reckoned as Re. 1/-.

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

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

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) is not applicable for this contract.

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

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

48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

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

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

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

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

51.(1) **Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "Contractor's authorised Engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contactor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the woks have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

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

(i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account,

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book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

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

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

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

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

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

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

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account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.

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

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

LABOUR

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

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

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

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the DFCCIL may, in its discretion, rescind the contract. The contractor

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shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

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

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

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

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

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

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

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

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

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and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

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

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied. "The tenders, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section – 7 of the Building and Other Construction Workers Welfare Cess Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering officer of the concerned State Govt. (Labour Dept.) The Cess shall be deducted from the contractor's bill as per provision of the Act".

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

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

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

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

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

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

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

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

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

59.(6) Deleted

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

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

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

59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement : The Contractor shall not, if he is a retired Government Engineer

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of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD),Performance Guarantee (PG)and Security Deposits (SD) of that contract.

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

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

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

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

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EXPLANATIONS: -

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

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

DETERMINATION OF CONTRACT

61.(1) **Right of DFCCIL of determine the contract: -**The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of

approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons 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 Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

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

(i) Becomes bankrupt or insolvent, or

(ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or

(iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or

(iv) Have an execution levied on his goods or property on the works, or

(v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or

(vi) Abandon the contract, or

(vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or

(viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or

(ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or

(x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions

(xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or

(xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.

(xiii) Submits copy of fake documents/certificates in support of credentials, submitted by the tenderer.

(xiv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railway/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be.

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(xiv) (B) Fail to give at the time of submitting the said tender: -

(a) The correct information as to the date of retirement of such retired engineer or retried officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or

(b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or

(c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or

(d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or

(e) Being such a retired engineer or retried officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

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

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

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

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

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

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways 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 Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then

every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

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

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STATEMENT OF DISPUTES - INDIAN RAILWAY / DFCCIL ARBITRATION RULES

63.0 **Reconciliation of disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer/Chief General Manager" through “Notice of Dispute” for provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer/Chief General Manager shall, within 30 days after receipt of the Contractor’s “Notice of Dispute”, notify the name of Conciliator(s) to the Contractor.

The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

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 In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

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.

For conciliation, 'The Arbitration and Conciliation Act, 1996 as amended from time to time is applicable mutatis mutandis.

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

64. (1) Demand for Arbitration: -

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

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

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

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

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

(d) Place of Arbitration: The place of arbitration would be within the geographical limits of the DFCCIL unit where the cause of action arose or the Headquarter of the 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 defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment,

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he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

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

64.(3) Appointment of arbitrator

64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000 (Rupees One Crore only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL.

64.(3)(a)(ii) In cases not covered by the clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.

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

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

64.(3)(a)(v) While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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64.(3)(b)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

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

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

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

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

64.(6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL 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 (with latest amendments) and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

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Agreement towards Waiver under Section 12 (5) and Section 31-A (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_____

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Agreement under Section 31(5)

I/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 GCC.

Signature of Claimant_____Signature of Respondent_____

*Strike out whichever not applicable.

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

1. Name:

2. ContactDetails:

3. Prior experience (Including Experience withArbitrations):

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 Railway 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 ConciliationAct-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 asunder:

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:

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JOINT VENTURE (JV) FIRMS IN WORKS TENDERS
(Not applicable for tender value less than 10 Cr.)

65 Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same.

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

65.2 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%.

65.3 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 .

65.4 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.

65.5 Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

65.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of themembers 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. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).

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

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65.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender 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.

65.9 Similarly, after the contract is awarded, the constitution of JV shall not be 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.

65.10 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.

65.11 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 along with the tender,

shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (incase of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the 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 railway shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

65.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway 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 Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

65.11.2 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.

65.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

65.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members 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.

65.13 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 Railway in respect of the said tender/contract.

65.14 Documents to be enclosed by the JV along with the tender:

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65.14.1 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,

(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.

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

A copy of notarized affidavit on Stamp Paper declaring that 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.

65.14.3 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.

65.14.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

65.14.5 **All other documents in terms of explanatory notes in clause 1.3.13**Preamble & General Instruction to tenderer**.**

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

65.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):-

(a) For Works without composite components

The technical eligibility for the work as per para 1.3.13.(i). A Preamble& General Instruction to tenderer above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily 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

(i) The technical eligibility for each component of work as per para 1.3.13.(i).A Preamble & General Instruction to tenderer, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of any component of work i.e., each JV member must have satisfactorily 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.

OR

The technical eligibility for major component of work as per para 1.3.13.(i). A Preamble & General Instruction to tenderer, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of work as per para 1.3.13.(i). A Preamble & General Instruction to tenderer, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of any component of work. i.e., each JV member must have satisfactorilycompletedduringthelast07(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.

Note for Clause 65.15.1

(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

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consideration.

65.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.13.(i).B Preamble & General Instruction to tenderer. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13.(i).B Preamble & General Instruction to tenderer.

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.

65.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 1.3.13.(ii)Preamble & General Instruction to tenderer. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

66 Participation of Partnership Firms in works tenders:

66.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

66.2 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 prior to date of tender opening as per the Indian Partnership Act.

66.3 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.

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66.4 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 Railway 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 Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening 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 EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening 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 Railway 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 General Conditions of Contract.

66.5 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.

66.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

66.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

66.8 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.

66.9 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.

66.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings 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 Railway 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 Railway 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 Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the 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 Railway.

66.11 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:

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(i) A notarized copy of partnership deed.
(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 Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
(iv) All other documents in terms of explanatory notes in clause 1.3.13 Preamble & General Instruction to tenderer.

66.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 1.3.13 Preamble & General Instruction to tenderer.

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SPECIAL CONDITIONS OF CONTRACT (SCC)

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PART - I
CHAPTER V

SPECIAL CONDITIONS OF CONTRACT

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

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

1.5.3 **Scheme of work: -**Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

1.5.4 **Deleted**
1.5.5 **Deleted**
1.5.6 **Expenses of Employer' Representative–** All the expenses of Engineers representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.

1.5.7 Deleted .
1.5.8 This programme of the Contractor shall generally cover the following: -

1.5.8.1 Deleted.
1.5.8.2 Inspection and Test Procedure for
i) Deleted.
ii) Field activity.

1.5.8.3 Deleted.
1.5.8.4 System of quality audit.
1.5.8.5 System of maintenance of records.
1.5.8.6 **Deleted.**
1.5.9 **Deleted.**
1.5.10 **Work by Other Agencies**

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

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

1.5.11 Infringement of patents:

(a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself.

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Royalties where payable for the use of such patented processes, registered drawings of patterns shall be borne exclusively by the Contractor. The contractor shall advise the Employer of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

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

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

1.5.12 <u>Insurance: - (CAR policy)</u>

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

(a) Professional liability insurance, with a minimum **coverage of Accepted Contract Amount-in INR**.

(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, for the Period of Contract in accordance with the applicable law in the Client's country- Indian Motor Vehicle Act

(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law.

(d) Client's liability and workers" compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property & all types of equipment (Whether owned, Hired or Leased) used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

(f) Any other insurance cover as may be required by the law of the land. The contractor shall provide evidence to the employer / Engineer before commencement of work at site that the insurances required under the contract have been affected and shall within 60 days of the commencement

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date, provide the insurance policies to the Employer/Engineer, the contractor shall, whenever, called upon, produce to the engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

(g) Consultant shall submit relevant insurance Policies with the Client, along with a statement mentioning, the details of all the relevant Insurance policies e.g. Policy Number, Insurance provider, Risk covered, Beneficiary, Date of Premium Paid and the Date of Next Premium due, at a glance, within 60 Days of Commencement of Services

The Contractor shall indemnify and keep indemnified the employer / Engineer against all such damages and compensation for which the contractor is liable.

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

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

1.5.13 Accident: -

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

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

(c) The contractor' liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor.

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

1.5.14 Safety Measures: -

(a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules

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and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.

(b) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.

(c) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.

(d) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

1.5.15 Guarantee / Defect Liability Period: -

(a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects, workmanship and deliverables and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications and other contract stipulations, for **a period of 24 months** from the date of issue of completion certificate by employer.

(b) During the period of guarantee the Contractor shall keep available an experienced engineer /manpower to attend to any defective works by the Contractor. The final decision shall rest with the Engineer his successor(s)/Nominee.

(c) Checking of design/ drawings submitted by contractor(s) for bearings, Launching schemes, Temporary Arrangement Drawing etc, if any, up to Defect Liability Period (DLP).

(d) Technical support for getting approval from Railway/CRS including approval of temporary staging and launching scheme upto Defect Liability Period (DLP).

(e) Designer support during construction of ROB including site visit as per requirement of DFCCIL. This will include modification of design/drawings as and when required, up to Defect Liability Period (DLP).

1.5.16 Final Acceptance:

(a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability Period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee of various items, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of each item, provided also that the attention has been paid by way of maintenance by the Employer.

(b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo-moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the

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last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.

(c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

1.5.17 Payment

Payment will be governed by the terms specified in Part-I, Chapter IV /Chapter- V (GCC /SCC) and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender Document. The employer retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor.

(i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.

(iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.

(iv) It is an agreed term of the contract that the employer reserves t h e right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

1.5.18 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document. However, if the facility of

Dedicated Freight Corridor

ECS/NEFT/RTGS is not available at a particular location, the payments shall be made by cheque.

1.5.19 Performance Guarantee: -

(i) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.

(ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.

(iii) The performance Guarantee shall be released after issue of performance certificate.

1.5.20 Advances to Contractor: - Not Applicable in this Contract

1.5.21 Statement of Dispute: - Refer to clause 63 and 64 of GCC.

1.5.22 Integrity Pact: -

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

A copy of pre contract integrity pact is enclosed as Form No. 20 for signature of bidder as acceptance. The details of Independent External monitor (IEM) shall be collected from the office of **Chief General Manager/ Kolkata** whenever required.

Dedicated Freight Corridor

TECHNICAL SPECIFICATIONS

Dedicated Freight Corridor

PART – II
Chapter-I

Special Conditions and Specifications
FOR
TOPOGRAPHIC SURVEY

SCOPE OF WORK

The Scope of work consists of topographic survey of 1km length per ROB/ ROB in approaches with a corridor of 100 m and, spot leveling, pillar fixing, processing of data to generate plan and Longitudinal section as per specified scale and details of the site.

For development of key plan and GAD, topographic survey of 1Km x 100m corridor will be carried out by using total station and precise levels along the entire alignment as per concept plan (covering railway and approach portion). Buildings, road, footpath/dividers/central verges, railway tracks, Railway OHE poles, trees, manholes and other structures, H.T., L.T., transmission lines, bridges, ROBs/ RUBs, ponds, streams, major drains, level crossing, religious structures and other relevant site features shall be picked up during topographical survey. At some places, instrument having reflector- less facilities may be used for collecting details of features due to inaccessibility of the area. All the buildings falling in the 100 m corridor will be closed during the survey and shall be included in the drawings.

FIELD WORK

TOPOGRAPHIC PLANS & CROSS SECTIONS

The activity involves topographic / corridor survey of 100m corridor on both end approaches. Data to be collected includes recording x, y, z of existing features & taking spot levels of points not spaced more than 20m on both directions to be used for design of alignment.

PILLAR FIXING ON CONTROL POINTS

The positions of control points shall be established in the form of concrete pillars (Mix 1:2:4) of size 30x30x60 cm, 450mm embedded in ground and 150 mm projecting above the ground at Centre line as well as edge of ROW of ROB/ RUB corridor. The pillar shall be painted yellow and duly marked for identification with black paint. The position of pillars shall be shown in the topographic plan and duly showing co-ordinates and level w.r.t. SOI bench mark in tabular form.

Dedicated Freight Corridor

DRAWINGS: TOPOGRAPHIC PLAN & L- SECTION of ROB/ RUB alignment

To develop the Plan and Sections of the proposed area on the following scale duly showing the ground leveland duly depicting nature of terrain along with chain ages of change points along the section with adherence to the accuracy limits as specified.

Horizontal	=	1:1000
Vertical	=	1:100

A soft and hard copy of topographic plan with sections in Autocad 2021 format of the area duly plotting the surveyed features shall be submitted.

ACCURACY STANDARDS FOR TOPOGRAPHIC SURVEY:

(a) Instrument accuracy position: Horizontal +/- 5mmand Vertical +/- 10mm
(b) Coordinate System: WGS 84/local grid
(c) Data Recording: points ID, coordinates, coding information
(d) The calibration certificates for the instruments to be used for work shall not be older than 6 months

PART - II

Chapter II

Special Conditions and Specifications
FOR
GEOTECHNICAL INVESTIGATION

2.1 Field Investigation – in SOIL

Boreholes shall be drilled at specified locations to obtain information about the sub soil profile, its nature and strength and to collect soil samples for strata identification and conducting laboratory tests. The minimum diameter of the borehole shall be 150 mm and boring shall be carried out in accordance with the provisions of IS: 1892. The depth of the individual borehole shall be generally 40m**.** In case, boring is required for more than 40m for design/ any other purpose, the same should be done with the approval of EIC.

If borehole is terminated in less than 40m depth in soil with the approval of EIC, payment will be made pro-rata basis.

a) Standard Penetration Test

SPT shall be conducted by standard spilt spoon sampler at every at required interval starting from first sample at 1.5m depth or at the change of stratum as per IS: 2131. The test shall be performed by driving the sampler with 63.5 kg hammer falling through a free fall height of 75cm. Number of blows shall be recorded for every 15cm penetration down to a maximum depth of 45 cm. Number of blows required to penetrate the last 30cm is taken as SPT „N" value. On extracting the sampler, soil entrapped in the sampler shall be taken and representative soil sample shall be preserved as disturbed sample in polythene bags to prevent loss of fines.

b) Collection of Undisturbed Sample

Undisturbed soil sample shall be collected from clayey/sandy/silty strata at 3.0m intervals starting the first sample at 3.0m depth in 100 mm diameter thin walled steel samplers of about 50 cm length with built in tapered cutting edge at the driving end. These tubes shall be pushed at the bottom of the borehole by hammering, penetration being restricted to 45 cm. on extracting the sampler loose material shall be removed from the other end of cutting edge and then sealed with paraffin wax to avoid loss of moisture. Sample tubes shall be transported to laboratory for testing.

Dedicated Freight Corridor

2.2 Field Investigation – in Rock

a) Core drilling shall be done by diamond core drilling machine using diamond bit. The feed or thrust to the drilling bit shall be actuated by hydraulic RIG. The equipment or set up shall be capable of recovering at least 75% of the drilled volume. The diamond core drilling equipment and procedure for drilling shall conform to IS: 6926. The equipment shall be provided with necessary facilities to regulate the spindle speed, bit pressure and water pressure during core drilling to get good core recovery.

b) Drilling shall be carried out with NX size diamond tipped drill bits or impregnated diamond bit depending on the type of rock encountered. Double tube swivel core barrel conforming to IS: 6926 shall be used to ensure good core recovery and to pick up cores from the layers of rocks. Suitable core catches shall be used to ensure continuous and good core recovery.

c) In general, the drilling run shall be of 1.5 m length, however this can be increased to 3.0m provided the core recovery is observed more than 80% in two successive 1.5m drill run. In boulder strata and highly weathered/jointed rocky strata having core recovery less than 20%, SPT shall be conducted in vertical boreholes at an interval of 3m or wherever there is change in strata.

d) Wherever rock is encountered depth of borehole shall be done for 5m at least and thereafter further advancement should be made based on CR and RQD value and after approval of EIC.

2.3 Laboratory Testing

Routine laboratory testing on soil/rock samples shall be carried out. Type & number of tests will depend on availability of samples and shall be decided by GT experts/Consultants but with the approval of EIC

a) Types of tests on Undisturbed/Disturbed Samples of soil will be out of:
   (i) Visual and Engineering Classification.
   (ii) Sieve Analysis and Hydrometer Analysis.
   (iii) Liquid Limit, plastic limit, and Plasticity Index.
   (iv) Specific Gravity.
   (v) Bulk Density and Moisture Content.
   (vi) Unconfined Compressive Test on selected samples.
   (vii) Direct Shear Test.
   (viii) Consolidation test on selected samples.
   (ix) Triaxial shear test (U.U)

b) Type of test on selected Rock Samples will be out of :-
   (i) Specific Gravity
   (ii) Unconfined Compressive strength test
   (iii) Density Test
   (iv) Porosity, moisture content and water absorption test.
   (v) Hardness Test
   (vi) Point Load Tast
   (vii) Modulus of elasticity
   (viii) Abration test

c) Conducting chemical analysis of ground water samples

d) Conducting chemical analysis of soil samples

2.4 Report to be Submitted:

After completion of the Geotechnical Investigation work, the Consultant shall submit the results of tests on various samples of each bore hole in a proper tabular form as per relevant IS codes along with his detailed Report in six copies.

Dedicated Freight Corridor

Geotechnical report shall cover the geology and seismicity of area, details of lab test results, borelog details. Based upon field and lab results, the Consultant will work out two options i.e. pile as well open foundation. For open foundation, net allowable bearing capacity will be worked out based upon bearing pressure and settlement criteria. For pile foundations, safe design load carrying capacity and safe uplift capacity and safe lateral load capacity of pile foundation will be worked out. Based upon the test details and site conditions, type of foundation will be recommended by the Consultant. Justification for adoption of pile foundation shall a part of Geotechnical report.

2.5 Miscellaneous:

If the Consultant does not have facility of any of the laboratory tests indicated herein, he is at liberty to get the testing done at any outside laboratory of repute at his own expense. In such case, however the Consultant must explicitly state as to where he intends to get the samples tested and have the prior approval of the Engineer in charge.

ADDITIONAL TECHNICAL SPECIFICATION

Dedicated Freight Corridor

PART - III

Chapter I

CODES & SPECIFICATIONS TO BE FOLLOWED

3.1 List, though not exhaustive of Codes / Specification with up-to-date corrections slip to be followed is as under:

1. Indian Railways Engineering Code
2. Indian Railways Concrete Bridge Code
3. Indian Railways Steel Bridge Code
4. Indian Railways Bridge rule
5. SOD for DFCCIL and Indian Railways
6. Indian Railways Unified standard specifications
7. Bearing design shall be as per IS/IRC code and where these are not available it shall be asper relevant UIC/ASTM/EN.
8. IRS B1-2001 latest amendment or latest
9. IRC-5, 6,22 , 24, 83 and other relevant specifications.
10. Relevant IS Codes for Geotechnical Investigation and Foundation Design
11. Any other relevant IS/IRS/IRC specifications
12. Applicable Laws for Land Acquisition of Bihar State

Dedicated Freight Corridor

PART - III

Chapter II

PRIORITY OF DOCUMENTS

3.2 PRIORITY OF DOCUMENTS

The several documents forming the contract are to be taken as mutually explanatory as one another. If any inconsistency or discrepancy is found in the documents the Client/Employer shall issue any necessary Clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence.

1. The Contract agreement
2. The Letter of Award
3. The Preamble &General Instructions to Tenderers
4. The Schedules
5. Special Conditions of Contract (SCC)
6. General Conditions of Contract (GCC)
7. Technical Specifications and Additional Technical Specifications as part of Special Conditions
8. Any other documents forming part of Contract

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MILESTONES , TIME SCHEDULE AND LIST OF LCS

Dedicated Freight Corridor

PART-IV

CHAPTER - I

MILESTONES AND TIME SCHEDULE

4.1.1 Time Schedule:

4.1.1.1 Time of start and completion:

The time allowed for execution of the works is **08 (Eight) Months** from the date of issue of Letter of Acceptance (LOA) from DFCCIL.

The contractor shall be expected to mobilize to the site of works and commence execution of the works within **7 (days)** from issue of Letter of Acceptance by DFCCIL. The contractor shall be expected to complete the whole work ordered on the contractor within 08 (Eight) months from the date of issue of Acceptance Letter by DFCCIL.

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

4.1.1.2 Progress of works:

Within a period of 15 days from the issue of Letter of Acceptance, the contract shall submit a schedule for completion / program for execution of all works withing the completion period stipulated in the LOA. All schedules and schedule submittals under this Contract shall be computerized by the Contractor utilizing the suitable software. The contractor shall submit the programme of work identifying the resource requirement i.e., resource loaded for all the activities in consistence with milestone target envisaged below. The chart shall be prepared in direct relation to the time stated as 08 months for the completion of the works as the milestone targets specified below of these special conditions. It shall indicate the forecast of the dates of commencement and completion of various activities of the work and may be amended as necessary by agreements between the Employer and the contractor within the limitation of 08 months as overall completion period. The program shall also indicate the dates by which the inputs required from Employer is expected and same shall be communicated to Employer for timely arrangement. The issues to be addressed and inputs required from the Employer shall be flagged and intimated to Employer well ahead of time, preferably 7 days before these are required as per program.

4.1.1.3 Monthly Progress Update:

The Contractor shall ensure that the schedule is current and accurate and is properly and timely monitored, updated and revised as project conditions may require and as required by the Contract documents. There shall be monthly update of Schedule which shall show up-to date and accurate progress of the Works, and shall forecast the completion date for activities in progress based on the contract baseline schedule. The monthly schedule update shall be prepared by the Contractor and report shall be submitted to Employer on Monthly basis by the 5th of each month indicating progress made against each activity, resources deployed, recovery plan, if any, assistance requirement from Employer, if any.

4.1.2 Achievement of milestone progress:

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

S. No.	Milestone Targets	Time allocated within which to achieve completion in total 08 (Eight) months	Cumulative allocation of time
M1.	Physical commencement of work& Mobilization of equipment at site	D+7 days	7 days
M2.	Submission of concept plan for fixing of alignment	M1+ 45 days	52 days
M3.	Approval of concept plan from Indian Railway as well as State Govt. Authority	M2+ 21 days	73 days
M4.	Geotechnical Investigation for GAD and Submission of final Report	M3+31 days	104 days
M5.	Submission of GAD by Consultant after compliance of observations of DFCCIL in all respect.	M4+31 days	135 days
M6.	Approval of GAD from IR as well as from state authority (to be coordinated by Employer)	M5+ 30 days	165 days
M7.	Preparation of 20A proposal	M6+30 days	195 days
M8.	Submission of Detailed Design for sub-structure & super-structure and approval of design and proof checked by NIT/IIT	M6+60 days	225 days
M9.	Preparation of launching scheme and drawing and approval of Competent Authority	M6+60 days	225 days
M10.	Submission of BOQ, Tender Document	M8+15 days	240 days
M11.	Completion of Contract (All ROBs/ RUBs)	D+08 (Eight Months)	08(Eight Months)

Note:

1. "D" is the date of issue of Letter of Acceptance by DFCCIL to the contactor.
2. This Milestone is for 19 nos. ROBs/ RUBs
3. The milestone for submission of plans and reports shall be considered complete only when these are in proper form and acceptable to DFCCIL.

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PART-IV

CHAPTER - II

List of Level Crossing Gate Andal to Pradhankhanta to be eliminated by ROB/RUB

Sr. No.	State	District or Division	LC No.	Railway Chainage in KM	Between Station
1.	WEST BENGAL	ASN	75	121/1-3	KAN-GLI
2.	WEST BENGAL	ASN	76	123/1-3	KAN-GLI
3.	WEST BENGAL	ASN	78	124/00-01	KAN-GLI
4.	WEST BENGAL	ASN	79	126-01-03	KAN-GLI
5.	WEST BENGAL	ASN	80	127/17-19	KAN-GLI
6.	WEST BENGAL	ASN	81	129/22-24	GLI/EC Yard
7.	WEST BENGAL	ASN	83	131/17-19	GLI- PAJ
8.	WEST BENGAL	ASN	85	133/23-25	GLI-PAJ
9.	WEST BENGAL	ASN	92	144/03-07	MNAE-PAN
10.	WEST BENGAL	ASN	102	154/05-07	MNAE-PAN
11.	WEST BENGAL	ASN	103	155/0-1	PAN-RBH
12.	WEST BENGAL	ASN	104	155/41-43	KAN-GLI
13.	WEST BENGAL	ASN	108	162/00-01	PAN-RBH
14.	WEST BENGAL	ASN	110	164/12	PAN-RBH
15.	WEST BENGAL	ASN	111	167/0-2	RBH-DGR
16.	WEST BENGAL	ASN	112	168/12-14	RBH-DGR
17.	WEST BENGAL	ASN	114	170/44	RBH-DGR
18.	WEST BENGAL	ASN	118	176/26-28	DGR-DCOP
19.	WEST BENGAL	ASN	119	179/21	DCOP-OYR

eastern Freight Corridor

TENDER FORMS
(INCLUDING SCHEDULE OF PRICES)

Dedicated Freight Corridor

PART- IV

CHAPTER II

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
FormNo.10	Draft Agreement for JV
FormNo.11	Pro-forma of Participation from each partner of JV
FormNo.12	Power of Attorney for authorized signatory of JV Partners
FormNo.13	Power of Attorney to lead partner of JV
Form No. 14	Proforma for Time Extension
Form No. 15	Certificate of Fitness
Form No. 16	Proforma of 7 days Notice
Form No. 17	Proforma of 48 Hours Notice
Form No. 18	Proforma of Termination Notice
Form No. 19	Format of Bank Guarantee for Mobilization
Form No. 20	Format of Integrity pact
Form No. 21	Deleted
Form No. 22	Format for Affidavit
Form No. 23	Format for Guarantee Bonds
Form No. 24	Deleted
Form No. 25	Bid Capacity
Form No. 25A	Statement of Works in Progress for Bid Capacity
Form No. 26	Final Supplementary Agreement

Dedicated Freight Corridor

FORM No. 1

OFFER LETTER

Tender No……..
Name of work……..

To,
The Chief General Manager
DFCCIL, Kolkata

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Amendments.;
(b) We offer to execute the Works in conformity with the Bidding Documents;
(c) Our bid shall be valid for a period of **60 days** from the date of opening of Technical Bid in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d) We have not been blacklisted/banned in accordance with para.1.3.6.2 of Preamble & General Instructions to tenderers.
(e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (iii) (v) (b) of Preamble & General Instructions to tenderers.
(f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
(g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
(h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
(i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
(j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name ……

In the capacity of ……

Signed ……

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

Date ……

Dedicated Freight Corridor

FORM No. 2

TENDERER'SCREDENTIALS

S. No.	Description
1	For technical experience/competence, give details of similar completed works during the last 07 (Seven) financial years (i.e. current financial year and three previous Financial Years) in the proforma given in Form-2A
2	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

Dedicated Freight Corridor

FORM No. 2A

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para1.3.13 (i) (A) of 'Preamble & General Instructions to Tenderers')

S. No.	Description	Details to be filled by Tenderer	
1	Contract Identification/ Contract Agreement No.		
2	Award date		
3	Date of Completion		
4	Role in Contract (This criterion must be fulfilled by the JV or Lead Member of JV ONLY if applicable)	Prime Contractor ☐	Member in JV ☐
5	If member in a JV, specify share of each JV member (if applicable)		
6	Total Contract Value of **COMPLETED** Single works as defined in requirement of Para 1.3.13(i)(A)		
7	Total payment received against this contract before Tender Opening Date		
8	Value of completed work as defined in requirement of para 1.3.13(i)(A)read along with Note, by the tenderer/JV member(if applicable).		
9	If member in a JV, specify qualifying amount against Item-9	*[insert percentage]*	*[insert amount]*
10	Employer's Name: Address: Telephone/fax number E-mail:		
11	**Description of the similarity in accordance with Criteria 1.3.13(i)(A)**		

The bidder shall upload Certified completion certificates issued by the client duly signed and scanned/ digitally signed as per Eligibility Criteria of the tender documents.

Signature of the
Tenderer with Seal

Note: Use separate sheet for each work submitted in support of this criterion.

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FORM No. 2B

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Each Bidder must fill in this form separately.

Name of Bidder

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

Contractual payments received (Construction only)	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2023-24)	
2022-23	
2021-22	
2020-21	
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or Form16-A issued by the Employer as per clause 1.3.13 of 'Preamble & General Instructions to Tenderers'.

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

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Signature of the
Tenderer with Seal

Signature, Seal & Registration No. of Chartered Accountant

FORM No.2C

APPLICANT'S PARTY INFORMATION FORM

Applicant name:

[insert full name]

Applicant's Party name:

[insert full name of Applicant's Party]

Applicant's Party country of registration:

[indicate country of registration]

Applicant Party's year of constitution:

[indicate year of constitution]

Applicant Party's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Applicant Party's authorized representative information

Name: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.

In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the
Tenderer with Seal

Dedicated Freight Corridor

FORM No. 3

SUMMARYOF PRICES

Name of work: Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal.

SN	Description item	Amount (Rs)	Rate quoted by bidder		Remarks
			In figure (% above/below/at par)	In words	
1	Schedule - A (Non-Schedule Items)	**2,45,57,532/-**			
2	Schedule - B (Geotechnical Investigation (Item Directory - ER USSOR-2021)	**1,16,12,724/-**			

Total Estimated Amount **Rs. 3,61,70,256/- (Including GST @18%)**

Dedicated Freight Corridor

FORM No. 4

SCHEDULE OF PRICES & TOTAL PRICES

Name of work: Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal.

Schedule-A-1 (Non-Schedule Item)

Item No.	Description of Item	Unit	Rate (Rs.)	Qty	Amount (Rs.)
NS1	Conducting final Location Survey for Construction of ROBs/ RUBs as per relevant para of IR Engineering Code(1993) edition and submission of report. Work to be conducted as per Railways latest codes and as per terms of reference mentioned in the tender document. Note: - The Rate should include the following items. (i) Conducting detailed survey for taking longitudinal and transverse section taking detail of waterways, electrical and telephone crossing road details etc. along the route and plotting the alignment on village map, village map to be arranged by contractor. (ii) Pegging out of alignment at every 10m interval on straight and 10m interval on curves including setting out of curves with transition etc. working out detail quantities of all items of earthwork, Concrete, steel, bituminous Road items (As per MORTH Schedule), and submission of document as per relevant Paras of Engineering Code with schematic diagram. (iii) Planting of concrete pillars of size 30CMx30cm x 60cm of 1:2:4 cement concrete proportion at every 50m interval at Center Line and edge of ROW of ROB/ RUB corridor (with contractor's materials labour tools and plants including taxes and royalties). (iv) Submission of detailed project report in 5(five) copies and soft copy on CD. (v) Transferring the finalized alignment on ground using total station or any other survey instrument as approved by Engineer-in –charge. (vi) Preparation of Land Plans table along the existing track and proposed alignment for identification & measurement of adjoining properties required for superimposition of revenue record. It also includes collection of revenue maps (vii) Schedule of land property required for (Railway portion + approaches) for acquisition purpose will be prepared by the Consultant as per format advised by DFCCIL. (viii) Preparation of land acquisition proposal (Section 20A of RAA, 2008 or similar or similar work of other act as applicable) in five copies as per Revenue Departments requirement of respective State including Collection of Land Records including superimposition of revenue record on proposed alignment & calculation of land requirement. (ix) Assistance for preparation of section 20E (of RAA, 2008 or similar or similar work of other act as applicable) proposal for publication after JMS with state Govt officials. (x) Assistance for preparation of Form 11 for section 20F (of RAA, 2008 or similar or similar work of other act as applicable) with consultation of respective State Govt Officials. **Note:** In case consultant is not required/ not able to Plant concrete pillars (sub item-iii) for any ROB/ RUB completely or partially, deduction @ Rs. 747/- per pillar shall be made.	Per ROB/ RUB	2,85,787	19	54,29,953

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NS2	Preparation of Concept Plan with different option of ROB with respect to location of ROB/ RUB alignment of road, ease of construction of spans and public convenience. (i) For each ROB/ RUB, 3 to 5 alternative concept plans shall be prepared on AutoCAD and superimposed on Google Map in kmz file. (ii) A write up regarding positive and negative aspects (advantages & disadvantages) of each option ranking them in the order of preference. (iii) Estimated cost of ROB/ RUB, including cost of land & utility shifting is to be given for each option. (iv) Each option shall be submitted in A-3 Sheet in Colour in 05 copies. (v) A CD Containing all option in kmz file shall also be submitted. (vi) Modifications as suggested by DFCCIL and stake holders is to incorporated and re-submitted. (vii) If none of the options submitted by consultant is found suitable, no payment shall be made and the consultant shall submit fresh options. (viii) Submission of feasibility Report. Note: - The rate includes site survey required for this item as per alignment decided by DFCCIL and nothing extra shall be paid for site survey conducted for this purpose.	Per ROB/ RUB	1,88,458	19	35,80,702
NS3	Preparation of GAD, Detailed design for foundation, sub-structure of viaduct span of ROB and approach spans, Design of Reinforced Earth, Retaining Wall etc. as provided in Scope of Work as per relevant IR, BIS, IRC and other codes for the option of ROB alignment/span selected by Employer: This item includes: (i) Integrated Key Plan of entire ROB alignment covering railway portion, takeoff and landing approaches, arrangements of ROB approaches with NHAI/other roads department will be developed and included in GAD as per the Technical Requirement mentioned in the SCC. (ii) Preparation of GADs as per check list of Railway/DFCCIL and codal provision. (iii) Preparation of preliminary and detailed design of foundation substructure, Superstructure including staircase, approach slab (wherever applicable) & Good for construction drawings (GFC Drawings) and all other drawing as required for construction of DFC+ Railway portion of the ROB and both approaches. (iv) Submission of proof checked detailed design and Good for Construction Drawings (DFC drawings) for foundation, sub-structure, superstructure (if non- RDSO span is adopted), reinforced earth wall and retaining wall. v) The detailed design of super structure will be further governed as per para (iv) of deliverable in part -1 chapter -III. vi) Preparation of bill of quantity (BOQ), detailed estimate, technical specifications and tender document as per preliminary design and drawings. vii) Checking of design /drawing submitted by contractor for bearing, launching scheme, temporary arrangement drawing etc , if required. viii)Technical support for getting approval from Railway /CRS including approval of temporary stagging and launching scheme if required. ix) Designer support during construction of ROB including site visit as per requirement of DFCCIL. This will include modification design / drawings as and when required. x) Out station visit (Kolkata, Asansol, District HQ of Bardhhaman, Dhanbad, Delhi /NCR and other locations in Andal -Khana section) with stakeholder attached by consultant team on specific advice of	Per ROB	8,78,161	17	1,49,28,737

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	DFCCIL and nothing extra will be paid for visits for such meeting during currency of contract. xi) Proof checking of designs from reputed institute like IIT/NIT with approval of institute by DFCCIL. Note: In case consultant is not required to prepared GAD for any ROB, RUB deduction @ Rs. 15,000/- per ROB/RUB shall be made. If sub-item (vi) regarding BOQ, tender document is not operated further deduction @Rs. 20,000/- per ROB will be made.				
NS4	Drone Videography in linear section to review progress of work/ intrusion (encroachment)/existing structures into the corridor covering approximate width of 100 to 120 m along Proposed ROB/RUB/ Road/ Existing Rai as instructed by engineer incharge. Submission of geo-tagged 4k resolution videos along with a player facility to load and link image/ Drawings/other files etc., and linkage to GIS map like Google, Bhuvan etc., with overlay /Sync facility should be available & ROW, alignment, structure, chainage & other important details can be incorporated in it. Deliverable to be submitted in Pen drive/ Hard disk.	KM	4,892	20	97,840
NS5	Preparation and submission of Final Geotechnical Investigation report giving complete and Comprehensive record of investigations, laboratory test reports and calculations in approved format including recommendation of bearing capacity, founding level etc. including type of foundation by qualified geotech engineer and vetting of report from NIT/IIT/ Reputed Govt. Engineering college.	Per Two (02) ROB/ RUB	52,030	10	5,20,300
Sub-Total (Rupees Two Crore Forty-Five Lakh Fifty-Seven Thousand Five Hundred Thirty Two Only)					**2,45,57,532**

Payment Schedule:
Minimum unit for payment will be **one ROB/ RUB**. The payment can be claimed by the Consultant for one or more ROB in following stage as percentage of respective item rate after submission and approvals as required in the description:

Schedule SN	Item	Payment
NS-1	On completion of Sub-Item, No(i) to (v)	50% of Rate for Item-NS1
	On completion of Sub-Item, No (vi) to (viii)	30% of Rate for Item-NS1
	On completion of Sub-Item, No (ix) to (x)	20% of Rate for Item-NS1
NS-2	On submission of options in soft copy for discussion after completion of sub-item no. (i) to (vi) and approval of suitable option	70% of Rate for Item-NS2
	On completion of all activities	30% of Rate for Item-NS2
NS-3	On submission of Sub-Item from No (i) to (ii)	10% of Rate for Item-NS3
	On approval of Sub-Item, No (i) to (ii)	05% of Rate for Item NS3
	On completion of Sub-Item, No (iii) for viaduct span	15%of Rate for Item NS3
	On completion of Sub-Item, No (iv) for viaduct span	15% of Rate for Item NS3
	On completion of balance works of Sub-Item No (iii) for Approach spans	10% of Rate for Item NS3
	On completion of balance works of Sub-Item No (iv) for Approach spans	10% of Rate for Item NS3
	On submission and approval of Sub-Item No(vi)	10% of Rate for Item NS3
	On submission and approval of Sub-Item No (vii)	5% of Rate for Item NS3
	On submission and approval of Sub-Item No (viii)	1% of Rate for Item NS3

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	On submission and approval of Sub-Item No (ix)	4% of Rate for Item NS3
	On completion of sub-Item(xi)	05% of Rate for Item NS3
	On receipt of CRS/PCE Sanction	05% of Rate for Item NS3
	On completion of all activities to the satisfaction of employer	5% of Rate for Item NS3

Note: -

1. Completion of item or submission of reports shall be accepted as complete only when required completion/ submission are specifically approved by DFCCIL.
2. If any of the sub-items are not been operated, the payment against the sub-items will be withheld with respect to payment schedule

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Name of work: Consultancy services for preparation of GADs, detailed project report, detailed design and drawing including geotechnical investigation for Construction of 19 (Nineteen) ROBs/RUBs in connection with Eastern Dedicated Freight Corridor between Andal and Khana Stations of Asansol Division in West Bengal.

Schedule-B(Geotechnical Investigation, Item Directory - ER USSOR-2021)

ER-USSOR-2021 Item No.	Description of Item	Unit	Rate (Rs.)	Qty	Amount (Rs.)
021010	Exploratory drilling of boreholes down to required depth, drilling of 150mm dia. boreholes in all type of soils except hard rock & large boulders (boulder core more than 30cm) including refilling, reinstating surface and disposing off surplus material including use of mechanical rigs with power operated winches as well as percussion/chiseling tool for advancing through occasional seams of hard strata to be employed, where necessary in Dry area.				
021011	0m to 10m	meter	1,441.73	1140	16,43,572
021012	10m to 20m	meter	1,585.91	1140	18,07,937
021013	20m to 30m	meter	1,730.07	912	15,77,824
021014	30m to 40m	meter	1,802.18	342	6,16,346
021040	Erection of temporary working platform to drill bore hole through flowing/standing water through river bed up to water depth of 1.5m, and dismantling after completing work and removing from the site to clear the water way	Cum	2,972.80	22	65,402
021050	Drilling of NX size borehole (75mm dia) in all types of hard rock (fresh rock) and collection of rock core samples from boreholes and preserving in boxes				
021051	0m to 10m	meter	4,325.20	112	4,84,422
021052	10m to 20m	meter	4,613.54	22	1,01,498
021110	Taking out 100mm dia. & 450mm long undisturbed samples of soil from bore holes, including provision of air tight containers for packing and, labelling incl. transporting the samples to laboratory. Piston sampler shall be used for extracting undisturbed samples where necessary. Samples shall be collected as per IS.2720.	Each	130.8	114	14,911
021120	Taking out 100mm dia. & 450mm long disturbed samples of soil from bore holes, including provision of air transporting the samples to laboratory. Samples shall be collected as per IS:2720.	Each	144.18	114	16,437
021130	Conducting standard penetration test as per IS:2131 at approximate1.5m intervals in bore holes, as directed by the Engineer in charge	Each	751.44	1482	11,13,634
021140	Collection of water samples at required intervals	Each	216.26	114	24,654
021150	Conducting laboratory Tests on collected soil samples as per relevant Is code				
021151	Moisture Contents/Dry Density	Each	360.44	114	41,090
021152	Atterberg Limit	Each	865.04	1326	11,47,043
021153	Specific Gravity	Each	384.46	1326	5,09,794
021154	Grain size analysis including Hydrometer analysis	Each	706.46	1326	9,36,766
021155	Direct Shear Test	Each	2,847.43	57	1,62,304
021157	Consolidation Test	Each	2,883.47	114	3,28,716
021158	Unconfined Compression Test	Each	2,214.50	57	1,26,227
021159	Tri-axial Test	Each	2,214.50	57	1,26,227
021160	Conducting Laboratory tests on collected ROCK SAMPLES as				

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	per relevant IS code				
021161	Density Test	Each	480.59	22	10,573
021162	Water Absorption & Porosity	Each	360.44	22	7,930
021163	Hardness	Each	432.52	22	9,515
021164	Unconfined Compression Test	Each	2,306.78	22	50,749
021165	Point Load Tast	Each	1,311.98	22	28,864
021165	Modulus of elasticity	Each	6,694.25	22	1,47,274
021165	Abration test	Each	1,545.53	22	34,002
021170	Conducting chemical analysis of ground water samples to determine aggressiveness in relation to attack on concrete/reinforcement including determination of pH value	Each	3,604.34	19	68,482
021180	Conducting chemical analysis of soil samples to determine aggressiveness in relation to attack on concrete/reinforcement including determination of pH value	Each	4,829.81	85	4,10,534
Sub-Total (Rupees One Crore Sixteen Lakh Twelve Thousand Seven Hundred Twenty Four Only)					**1,16,12,724**

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Notes on Price Schedules:

Stage payment for different items of Schedule has been framed as per Payment Schedule mentioned below each Schedule A and B

(i) The Rates are inclusive of all local taxes, levies etc, **including GST @18%** which will be paid separately as per applicable rates.

(ii) The Tenderer shall quote single percentage for each Schedule. If the tenderer quotes different percentage (%) above / below against each item of any schedule (i.e. A and B), his offer will be summarily rejected.

(iii) Technical support for design clarification, documentation and approvals requires filed visits of Consultant/Team. The cost of site visits during currency of contract is inclusive in the rates. However, site visits after Date of Completion during Defect Liability period will be paid @ Rs.10,000/- lumpsum per day of visit which shall be inclusive of all travel, lodging, boarding etc expenses.

(iv) All designs and drawings will have to be approved by the DFCCIL office of CGM/DFCCIL/Kolkata or Corporate Office or PMC of the project or Eastern Railway. Payment will be made after approval of design and drawing wherever detailed in the Payment Schedule.

(v) All drawings will have to be prepared on AUTO CAD PLATFORM. Two paper prints of the GAD each will be sent by consultant to CGM/DFCCIL/Kolkata and to Chief Bridge Engineer/ Eastern Railway simultaneously. CGM office will return one copy after checking field details to the consultant. Simultaneously, the consultant will attend Chief Bridge Engineer/Eastern Railway within a week for discussion on GAD. Designer will submit final GAD on tracing paper (1 copy), with six (06) paper prints complying observations of CGM/DFCCIL/Kolkata for approval.

(vi) Structural design/drawing for various components of the ROB will be submitted to CGM/ DFCCIL/Kolkata only. First in paper print for discussion and finally in tracing paper (1 copy), with six (06) paper prints after complying observations of proof consultants/PMC designer.

(vii) After approval of GAD and structural drawings, CD containing all design and drawings in soft copies will also be submitted by the Consultant to CGM/DFCCIL/Kolkata in good quality storage media, as acceptable to DFCCIL for reference & record.

(viii) The design and drawing will be property of DFCCIL and it cannot be reproduced in any form or used by it in any way after completion of the work except with written permission of DFCCIL.

(ix) Standard Railway drawing for superstructure should be used for ROBs, to the extent possible. All arrangements for fixing girder, however, shall be shown in the drawings.

(x) If any of the sub-items are not been operated, the payment against the sub-items will be withheld with respect to payment schedule Payment for submission of report will be made only after approval of report by DFCCIL

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FORM No. 5

SAMPLE

AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement") is made at Kolkata on the day of _

BETWEEN

(1) Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, Pragati Maidan Metro Station Building Complex, New Delhi, India–110001 (hereinafter called **'the Employer'**),

and

(2) **----------,** a company / corporation / JV incorporated under the laws of ----------having its principal place of business at----------(herein after called "**the Contractor**").

WHEREAS in reference to a call for Tender for [Name of Work] as per [Tender No] at Annexure "A" here to, the Contractor has submitted a Tender here to and whereas the said Tender of the contractor has been accepted for the captioned work as per copy of the Letter of Acceptance of Tender No-------- dated ---- complete with enclosure at the accepted rates and at an estimated contract value of Rs._____(Rupees_ only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the Employer, the Employer shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

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

For and on behalf of the Contractor	For and on behalf of the Employer
Signature of the authorized official Name of the official	Signature of the authorized official Name of the official
Stamp/seal of the Contractor	Stamp/Seal of the Employer

SIGNED. SEALEDAND DELIVERED

By the said _____Name	By the said _____Name

On behalf of the Contractor in the presence of:
Witness_____
Name_____
Address_____

on behalf of the Employer in the presence of:
Witness_____
Name_____
Address_____

Enclosures:-

1. Annexure 'A' -Tender Papers
2. Annexure 'B' -Letter of Acceptance of Tender No._____Dated_____
Along with Summary of Prices

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FORM No. 6

SAMPLE

Name of the Bank _____

Managing Director/ DFCCIL Bank Guarantee Bond No._____
Acting through _(Designation Dated___and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through GM/Co-Ord/DFCCIL/Kolkata, Dedicated Freight Corridor Corporation of India Limited, hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____ dated made between _____(Designation & address of contract signing Authority) and _____(hereinafter called "the said contractor(s)" for the work_____(hereinafter called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for Rs._____ (Rs. only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

2. We (indicate the name of the Bank) hereinafter referred to as the Bank, under take to pay the Government an amount not exceeding Rs. _____ (Rs. _____only) on demand by the government

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

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

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

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

5. (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.

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

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

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

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

9. This guarantee shall be valid upto _____(Date of completion plus 60 days beyond that). Unless extend on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

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

Signature of Bank Authorize official (Name):

Designation:

Full Address.

Witness:

1. _____ **2.**

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FORM No. 7

SAMPLE

STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS

(On paper of requisite stamp value)

We, M/s _____hereby undertake that we hold at our stores Depot/s at_____for and on behalf of the Managing Director/ DFCCIL acting in the premises through the GM/Co-Ord/DFCCIL/Kolkataor 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 again stall 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 what so ever 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 GM/Co-Ord/DFCCIL/Kolkatain 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 offand refund becomes due, the Employer shall be entitled to recover from us the 85% of supply portion of Part IV, Chapter–II (Form - 4) to the Contract (as applicable) and also compensation for such loss or damage if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time here after becomes due to us under the said or any other Contract.

Dated this day _____dayof___20

for and on behalf of

M/s _____(Contractor)

Signature of witness
Name of witness in Block letter.

Address.

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FORM No. 8

ECS / NEFT / RTGS
MANDATE FORM

Date :-

To,

Project Manager /Finance,
Kolkata Unit

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

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FORM No. 9

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 Amendment [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

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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, manpowered the sources.

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 Kolkata.

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.

Dedicated Freight Corridor

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……..
…… (Seal)

Witness

1……..(Name & Address)
2…….. (Name & Address)

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

Dedicated Freight Corridor

FORM No. 10

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

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

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

A.CONDITIONS AND TERMS OF JV AGREEMENT

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

Dedicated Freight Corridor

B. SCHEDULES

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

*****

FORM No. 11

PROFORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)

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

No…. Dated

From:
……..

To,
Chief General Manager/Kolkata,
Dedicated Freight Corridor Corporation of India Limited
3rd Floor, DCOS Building, E-W Metro,
Central Park Depot, Salt Lake Sector 1,
Bidhannagar, West Bengal, Kolkata-700064, India

Sir,

Re:…"[Insert name of work]……..".

Ref: Your notice for Invitation for Bid (IFB) No. ……dated……..

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

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

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

OR

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

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
3. In the event of our JV being awarded the contract, we agree to be jointly with i) …… &ii)……(names of other members of our JV) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.

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

Dedicated Freight Corridor

Yours faithfully,
(Signature)
(Name of Signatory) ……..
(Capacity of Signatory) ……..
Company Seal * Delete as applicable

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

Dedicated Freight Corridor

FORM No. 12

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

POWER OF ATTORNEY*

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

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

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

Dated this the……day of……..

(Signature of authorised Signatory)

Signature of Lead Partner **Signature of JV Partner(s)**

…… ……..

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness1:	Witness2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

**Notes:*

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

Dedicated Freight Corridor

FORM No. 13

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of ……[Name of Work]

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

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

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

Dedicated Freight Corridor

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

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

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

Dated this the…… Day of…….2023

……..
(Signature)

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

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

Dedicated Freight Corridor

FORM No. 14

Registered Acknowledgement Due

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,

2. 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 _____.

2. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any penalty fixed earlier)*will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

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

Yours faithfully,

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

Stamp/Seal of the Employer

Dedicated Freight Corridor

FORM No. 15
As per Clause 60.(2) of GCC

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
   (b) Date _____

2. Name of person examined _____
   I certify that I have personally examined *(name)*_____

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

4. Sex _____

5. Residence: _____

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

7. Physical fitness _____

8. Identification marks _____ _____

9. Reasons for:

   (a) refusal to grant certificate, or _____

   (b) revoking the Certificate _____

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

Dedicated Freight Corridor

_____
Signature or Left Hand
Thumb Impression of the
person Examined

_____
Signature of Certifying Surgeon

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

FORM No. 16

Reference Clause 62.(1) of GCC
Registered Acknowledgement Due

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 _____

2. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.

2. Your attention is invited to this office/Chief Engineer's office letter no. _____ _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Dedicated Freight Corridor

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

FORM No. 17

Reference Clause 62.(1) of GCC
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 _____

2. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Dedicated Freight Corridor

Yours faithfully

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

Stamp/Seal of the Employer

FORM No. 17(A)
Reference Clause 62.(1) of GCC
Registered Acknowledgement Due

PROFORMA OF 48 HRS NOTICE FOR PART OF THE WORK……..
DFCCIL
(Without Prejudice)

To

M/s _____
_____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work…..(details of part to be mentioned).

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work ……(details of part to be mentioned) in contract will be rescinded and the work under this contract will be carried out independently without your participation.

2. 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 work being execute through the part terminated contract.

2. The contract value of part terminated contract shall stand reduced to ….

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the Employer
Name of the Official:-
Stamp/Seal of the Employer

Dedicated Freight Corridor

FORM No. 18
Reference Clause 62.(1) of GCC
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
DFCCIL
(Without Prejudice)

No. _____ Dated _____

To
M/s _____
_____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

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

Kindly acknowledge receipt.

Dedicated Freight Corridor

Yours faithfully

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

Stamp/Seal of the Employer

FORM No. 18 (A)
Reference Clause 62.(1) of GCC
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK -----
(DETAILS OF PART OF WORK TO BE MENTIONED)
DFCCIL
(Without Prejudice)

No. _____ Dated _____

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 of work to be mentioned)
2. Your above part of work in contract……(details of part of work to be mentioned)stands rescinded in terms of Clause 62 of 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 work being execute through the part terminated contract.
4. The contract value of part terminated contract shall stand reduced to ….

Dedicated Freight Corridor

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

FORM No. 19

SAMPLE
FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE

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

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

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

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

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

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

Dedicated Freight Corridor

This guarantee is valid till ……..

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

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

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

The expressions "the Employer", "the Bank" and "the contractor" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:

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

This bank Guarantee shall be valid up to……..

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

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

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

Signature of Authorized Bank Official

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

..... in the presence of
Witness 1
Signature .....
Name .....
Address .....

Witness 2
Signature .....
Name .....
Address .....

Dedicated Freight Corridor

Form No. 20

PRE-CONTRACT INTEGRITY PACT

General

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

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

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

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

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

Commitments of the CLIENT

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

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

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

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

Commitments of BIDDERS

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

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

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

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

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

3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the 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 [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

3.14 The [A] shall not approach the courts while representing the matter to IEM and he/she will await their decision in this matter

2. Previous Transaction

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.

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

2. Earnest Money (Security Deposit)

5.1 The Earnest money/ Bid Security/ Security Deposit/ Retention money/ Performance guarantee shall be as per the provisions of Bid document.

6. Sanctions for Violations

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

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

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

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

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

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

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

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

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

(ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], they shall not be opened.

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

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

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

7. Fall Clause

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7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission. Names and addresses of the Monitors mentioned below:

I) Shri V Kannan, Ex-CMD, Vijaya Bank,
Address: TA-1, Krishna Regency, Third Floor, Tata Silk Farm, K R Road, Basavanagudi, Bangalore-4,
Mob.: No. 0810530555.
(Email: Kannan, venkata@gmail.com)

II) Ms. Rashmi Verma, IAS (Retd.)
Address; D-87, Ground Floor, Panchsheel Enclave, New Delhi-110017,
M. No. 9810735544
E-mail-verma.rashmi@rediffmail.com

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und '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.

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9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall exte4nd 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

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

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

13. The parties hereby sign this integrity pact at …….. on ……..

CLIENT BIDDER

Name of the officer CHIEF EXEUCTIVE OFFICER
Designation
Deptt. /Ministry/PSU

Witness witness

2. …….. 2. ……..

Note:

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case was may be

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.

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FORM No. 21

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FORM No. 22

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 (including its constituents),

M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender No..... of .....(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website 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 railway 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 understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for 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.
8. I/we also understand that if the certificates 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 EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.
9. I/We certify that I/we the tenders(s) is /are not blacklisted or debarred by 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.
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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration b 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.

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FORM No. 23

FORMAT FOR GURANTEE BONDS

GUARANTEE BOND FOR BEARINGS

The agreement made this ---------- day of ---------- Two Thousand Twenty Three between M/s---------- (hereinafter called the Guarantor of the one part) and the Managing Director, Dedicated Freight Corridor Corporation of India Ltd. Acting through General Manager/Co/DDU (hereinafter called the DFCCIL of other part)

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated---------- made between the GUARANTOR OF THE ONE part and the **DFCCIL** of the other part, whereby the Guarantor who is the Contractor interalia undertook the work of ROB at "----------

---

In the said contract the item of ROCKER/ROLLER, POT/PTFE or ELASTOMERIC type of bearings is to be provided and fixed by the Guarantor/Contractor as per the standard specifications and following the basic design requirements as per detailed design report of the DFCCIL. Further the scope of detailed design of the bearings to serve the minimum life of 50 years (to be reckoned from the date after the maintenance period) is within the purview of the Contractor.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said bearings will remain satisfactorily functional for twenty-five years to be reckoned from the date after the maintenance period, prescribed in the contract, expires.

During this period of guarantee, the guarantor shall make good all defects and for that matter shall replace at his risk and cost such elements of the joints i/c cost of installation and fixing of the bearings to the satisfaction of the Engineer-In-Charge, at his cost and he shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-In-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department through some other contractor at the GUARANTOR's cost and risk. The decision of the Engineer-In-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the replacement/rectification or commits breach thereunder, then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the DFCCIL, the decision of the Engineer-In-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor----------and Chief Project Manager, DFCCIL for and on behalf of the Managing Director, DFCCIL on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of

1.

2. (Guarantor)

Signed for and on behalf of General Manager, DFCCIL by Dy. C.P.M/DFCCIL, in the presence of

1

2

(Dy. C.P.M)

FORM No. 24

Deleted

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FORM No. 25

TENDERER'S CREDENTIALS (BIDCAPACITY)

For tenders costing more than Rs 20 crore wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the totalbidvalueofthepresenttender.Theavailablebidcapacityshallbecalculatedasunder:

Available Bid Capacity = [A xN x 2] – B Where,
A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender),taking into account the completed as well as works inprogress.
N= Number of years prescribed for completion of work for which bids has been invited.
B = Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

Note:

(a) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the Form – 25A for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

(b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per Form 25A for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for 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 bid capacity in the tender underconsideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bidcapacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected**summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tenderrequirement.

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Form No. 25A

Statement of Works in Progress for Bid Capacity

S.N.	Name and place of work	Organization for whom work is being carried out	Date of award of contract. Contract Agreement No. & Date	Original Cost of Work/Revised Cost (Up to latest corrigendum)	Date of Completion (Original/ Extended)	Payment Received till date of opening of present tender	Balance amount of the work to be executed	'B' value of work to be done in 'N' years

Note:-

1. **Available Bid Capacity = [A × N × 2] – B**
   Where
   A= Maximum value of construction works executed and payment received in any one financial year during the current and last three financial years immediately preceding the current financial year, upto date of opening of tender, taking into account the completed as well as works in progress.

   N= Number of years prescribed for completion of work for which bids has been invited.
   B = Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

2. This statement should be submitted duly verified by Chartered Accountants.

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FORM No. 26

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day___ in the year_____between the President of India, acting through the_____Railway Administration having his office at hereinafter called the DFCCIL/Railway 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 Rs_____ 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 Rs. _____ 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 of 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 Rs. _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

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And whereas the party hereto of the second part have received sum of Rs. _____ 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 the President of India

Witnesses_____

ADDRESS:_____

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****** END OF TECHNICAL BID ******

Dedicated Freight Corridor