



Tender No. MUM_N_EN_MONSOON_RESERVE

For

Name of Work :- Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUMBAI/North unit of Western Dedicated Freight Corridor.

**E-TENDER DOCUMENT
TECHNICAL BID**

Single Stage-Single Packet Open Online E-Tender
(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)

Employer:

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

Under

MINISTRY OF RAILWAYS

**Chief General Manager/Mumbai/North
Dedicated Freight Corridor Corporation of India Limited,
7th Floor, New Administration Building, D. N. Road, Mumbai 400 001**

CORPORATE OFFICE

DFCCIL, 5TH Floor, Supreme Court Metro Station Building,
New Delhi-110001

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NOTICE INVITING E-TENDER

PART - I
Chapter I

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

No: MUM_N_EN_MONSOON_RESERVE_MATERIALS

DATE: 15.04.2024

NOTICE INVITING E-TENDER
National Competitive Bidding

Dear Sirs,

1.1.0 Name of Work: Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight.

1.1.1 DFCCIL invites e-tenders on single packet system on prescribed forms from firms / Companies / Joint Ventures having requisite experience and financial capacity for execution of the following work:

Tender Notice No.	MUM_N_EN_MONSOON_RESERVE_MATERIALS
Name of the work	Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight.
Employer	Chief General Manager/Mumbai/North, DFCCIL, 7 th Floor, New Administration Building, D. N. Road, Mumbai 400 001
Engineer	Chief General Manager/Mumbai/North, DFCCIL, 7 th Floor, New Administration Building, D. N. Road, Mumbai 400 001
Type of Tender	Open E-Tender (<u>Single stage Single Packet</u>)
Type of Contract	Works Contracts
Estimated Cost	<u>Rs. 51,70,002/- (Excluding GST)</u>
Period of Contract	10 (Ten) Months
Earnest Money	<u>Rs. 1,03,500/-</u> <u>(Rupees One Lakh Three thousand Five hundred only)</u> The Earnest Money shall be submitted in favour of DFCCIL in the form as detailed in Para 1.3.8 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III). The original Bank Guarantee of Bid Security or Earnest Money have to be submitted to Employer's office before the scheduled date and time of submission of the tender.
Cost of Tender Document	<u>Rs. 5,900/- including 18% GST (i.e. Rs. 5,000 + Rs. 900)</u> <u>(Rupees Five Thousand Nine Hundred only)</u> The cost of the tender document shall be deposited through payment gateway provided on http://www.ireps.gov.in on or before schedule date and time of submission of Bid. The proof of

Tender document no. MUM_N_EN_MANSOON_RESERVE

	submission of cost of tender document should be uploaded along with the Technical Bid.
E-tendering website	http://www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525
Date of uploading of NIT & Bid documents (online publishing date)	On Date 15.04.2024 at 11:00 Hrs
Date of document download/Sale (Online)	From Date 15.04.2024 from 11:30 Hrs
Issue of Corrigendum, if any	Upto three days prior to the last date of submission (on websites http://www.ireps.gov.in and www.dfccil.com)
Date & Time of Submission of Tender	On or before date <u>06.05.2024 and time upto 15:00 Hrs</u>
Date and Time of Opening of Tender	<u>On Date 06.05.2024 at 15:30 Hrs</u>
Validity of offer	120 days from the date of opening 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 5% of the contract value in the form as given in clause 16.4 of GCC
Defect Liability Period	Not Applicable

- 1.1.2 Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause no. 1.3.13 (i) A & B of Preamble & General Instruction to tenders (Part - I, Chapter III).
- 1.1.3 Tender document will be available on DFCCIL's website www.dfccil.com, <http://www.ireps.gov.in> & Central Procurement portal eprocure.gov.in. However, the tender shall be submitted only on <http://www.ireps.gov.in>. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall 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 <http://www.ireps.gov.in> at least three days in advance of date of opening of tender. The tenderer who have downloaded the tender documents from the website before issue of 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 <http://www.ireps.gov.in> in two e-Packets only viz Packet- A containing TECHNICAL BID and Packet- B containing FINANACIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in technical bid.

Summary of Prices (Form No. 3) with % age above or below or at par on the amount of Schedules duly filled in along with Schedule of Prices (Form - 4) are to be submit **online mode only** in “Financial Bid”.

Tenderer shall submit the Cost of Tender Document in favour of DFCCIL as detailed in Para 1.3.4.3 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III).

Tenderer shall submit the EMD as detailed in Para 1.3.8 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III) in original in the office of Employer, (Chief General Manager/Mumbai/North, DFCCIL, 7th Floor, New Administration Building, D. N. Road, Mumbai 400 001) **on or before the scheduled date and time of submission of tender.**

Financial Bid (as specified in “Financial Bid” in Tender Document) duly filled in is to be uploaded in “Financial packet”. The rates must be filled after downloading the financial bid document in the prescribed format from the website <http://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 Procedure for e-tendering

1.1.6.1 Accessing/ purchasing of Tender Documents.

1.1.6.2 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) from any of the licensed certifying agency (Bidders can see the list of licensed certifying agencies from the link www.cca.gov.in) to participate in e-tendering.

1.1.6.3 To participate in the Bidding, it is mandatory for the Bidders to register with IREPS portal to have user ID & password. IREPS portal is the only website for submission of Bid. Vender manual containing the detailed guidelines for e-tendering is available on IREPS portal. Following may kindly be noted:

(a) Registration with IREPS portal should be valid at least up to the date of submission of bid.

(b) Bids can be submitted only during the validity of registration.

It is also mandatory for the Bidders to get their firms registered with e-tendering portal.

1.1.6.4 If the firm/ Consortium/ Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm/Consortium/Joint Venture is not required a fresh registration.

1.1.6.5 The complete Bidding Documents can be viewed / downloaded by the Bidder from IREPS portal as per the time and date mentioned on the IREPS portal.

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.

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

- i) Cost of Tender Document and Earnest Money Deposit (EMD) Details
- ii) Technical offer- Technical Bid (Packet-A)
- iii) Financial offer. (On a later date after scrutiny/evaluation of Technical Bid)

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 and/or cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.

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

1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderers shall be forfeited. The decision of DFCCIL in this 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.

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

1.1.14 The validity of offer shall be 120 days from the date of opening of the tender.

1.1.15 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from the website <http://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 regularly for information regarding tender. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and / <http://www.ireps.gov.in> only.**

**Chief General Manager/General Manager-Coordination/-----
For & on behalf of DFCCIL**

GENERAL INFORMATION/ DATA SHEET

PART - I
Chapter II

GENERAL INFORMATION / DATA SHEET

Tender Notice No.	MUM_N_EN_MONSOON_RESERVE_MATERIALS
Name of the work	Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight.
Employer	Chief General Manager/Mumbai/North, DFCCIL, 7 th Floor, New Administration Building, D. N. Road, Mumbai 400 001
Engineer	Chief General Manager/Mumbai/North, DFCCIL, 7 th Floor, New Administration Building, D. N. Road, Mumbai 400 001
Type of Tender	Open E-Tender (<u>Single stage Single Packet</u>)
Type of Contract	Works Contracts
Estimated Cost	<u>Rs. 51,70,002/- (Excluding GST)</u>
Period of Contract	10 (Ten) Months
Earnest Money	<u>Rs. 1,03,500/-</u> <u>(Rupees One Lakh Three thousand Five hundred only)</u> The Earnest Money shall be submitted in favour of DFCCIL in the form as detailed in Para 1.3.8 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III). The original Bank Guarantee of Bid Security or Earnest Money have to be submitted to Employer's office before the scheduled date and time of submission of the tender.
Cost of Tender Document	<u>Rs. 5,900/- including 18% GST (i.e. Rs. 5,000 + Rs. 900)</u> <u>(Rupees Five Thousand Nine Hundred only)</u> The cost of the tender document shall be deposited through payment gateway provided on http://www.ireps.gov.in on or before schedule date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.
E-tendering website	http://www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011-23761525
Date of uploading of NIT & Bid documents (online publishing date)	On Date 15.04.2024 at 11:00 Hrs
Date of document download/Sale (Online)	From Date 15.04.2024 from 11:30 Hrs

Tender document no. MUM_N_EN_MANSOON_RESERVE

Issue of Corrigendum, if any	Upto three days prior to the last date of submission (on websites http://www.ireps.gov.in and www.dfccil.com)
Date & Time of Submission of Tender	On or before date <u>06.05.2024 and time upto 15:00 Hrs</u>
Date and Time of Opening of Tender	<u>On Date 06.05.2024 at 15:30 Hrs</u>
Validity of offer	120 days from the date of opening 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 5% of the contract value in the form as given in clause 16.4 of GCC
Defect Liability Period	Not applicable
DFCCIL's Bank Account	The DFCCIL's Bank Account details is as under for making deposit in cash for the purpose of Security Deposit/ Performance Guarantee is as under: Name of Account:Dedicated Freight Corridor Corporation of India Ltd Name of Bank : Union Bank of India Account No : 443401010035261 Type of Account : Current Account IFSC Code : UBIN0546836

**PREAMBLE
&
GENERAL INSTRUCTIONS TO TENDERERS**

PART-I
Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) Dedicated Freight Corridor

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 Kilometers 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) Project Description

The work of Dewatering at LHS/RUBs between Vaitarna & Umbergaon stations including ancillary works for drainage & cleaning of LHS/RUBs under CGM Mumbai/North unit of Western 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) 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 <http://www.ireps.gov.in> or Central Procurement Portal www.eprocure.gov.in. Interested bidders who wish to participate should visit website <http://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 class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can

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see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the <http://www.ireps.gov.in> and to have user ID & password.

The BID DOCUMENTS can be viewed /downloaded from the <http://www.ireps.gov.in> free of cost till one day prior to last date of submission of the tender upto 15.00 hrs.

Following may be noted-

1. Bids can be submitted only during the validity of registration with the <http://www.ireps.gov.in>.
2. The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the DFCCIL website www.dfccil.com which can also be seen on <http://www.ireps.gov.in>.
3. Registration with the <http://www.ireps.gov.in> should be valid at least upto the date of submission of bid.

B. PREPARATION & SUBMISSION OF APPLICATIONS:

Detailed BID DOCUMENTS may be downloaded from IREPS website 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 website.

Only Electronic Form (to be uploaded on the IREPS website)

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 website (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 Packet-A (duly signed & scanned or digitally signed), Financial Bid Packet-B (in online format) and other relevant documents

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- (h) Deleted
- (i) Memorandum of Understanding (in case of JV) as per Form-9 (Part-IV, Chapter- II of BID DOCUMENT.
- (j) Cost of BID DOCUMENT as detailed in Para 1.3.4.3 of Part-I, Chapter-III (Preamble & General Instructions to Tenderer) in favour of DFCCIL,
- (k) EARNEST MONEY DEPOSIT as detailed in Para 1.3.8 of Part-I, Chapter-III (Preamble & General Instructions to Tenderer) in the acceptable form in favour of DFCCIL
- (l) Deleted
- (m) The Bidder shall upload signed and scanned or digitally signed copies of the documents on the IREPS website before scheduled date and time of submission of Tender. No hard copy of the documents is required to be submitted (except original instruments of earnest money deposit as detailed in BID DOCUMENT).

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.
- (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.

The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender i.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.

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

F. ONLINE E-BIDDING METHODOLOGY:

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time. First the Technical Bid will be opened at the time and date notified in the tender notice. The Financial Proposal will be opened of the pre-qualified and short listed Bidders after technical evaluation of Bids. The date of opening of Financial Bid will be notified later on.

G. BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PERSPECTIVE:

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

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

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 size of the each document should not be more than 3.75 MB.

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-III Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

I. Registration

Intending bidders are requested to register themselves with IREPS portal through <https://www.ireps.gov.in> for obtaining user-id and password.

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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 assistance, IREPS helpdesk may be contacted. Helpdesk options are available at IREPS portal's Home Page. IREPS helpdesk contact no. is 011-23761525.

(iv) SCOPE OF WORK:

The work of Dewatering at LHS/RUBs between Vaitarna & Umbergaon stations including ancillary works for drainage & cleaning of LHS/RUBs under CGM Mumbai/North unit of Western Dedicated Freight Corridor.

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

(vii) Location:

Works are to be executed in the jurisdiction of Mumbai Division of Western Railway with approaches of ROBs in State Government of Maharashtra land. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction of CGM/Mumbai/North/DFCCIL and the contractor shall be bound to execute the work without any extra cost.

1.3.2(a) Tender Bid

The Tender Bid shall be submitted **through online only on website <https://www.ireps.gov.in>** as under:-

Packet -A

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

Packet- B

Price elements of the Tender Bid as per para 1.3.2 (b) (iii), herein after called "FINANCIAL BID". The TECHNICAL BID (Packet-A) shall be opened on the date of tender opening and the detailed scrutiny of TECHNICAL BID shall be carried out. The "FINANCIAL BID" (Packet-B)

Tender document no. MUM_N_EN_MANSOON_RESERVE shall be opened only of those tenderers who qualify in "Technical bid". The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2(b) Form of Tender

The Tender documents shall be in single **packets** viz:-

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

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

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

S. No	Description	Documents
(1)	Earnest Money Document (in case of Earnest Money submitted in the form of Bank Guarantee)	Original instruments of EMD (Bank Guarantee) in sealed envelope.

(ii) Documents to be enclosed with the 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 & 2D
(3)	Affidavit for authenticity of certificates/ Documents	Form No. 22
(4)	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)	
(5)	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).	
(6)	A copy of the tender papers including amendments duly signed and scanned or digitally signed by the tenderer on each and every page in token of his having studied the tender papers carefully shall be attached with the tender.	

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	General Guidelines regarding Specifications and Special Conditions for Supply of Cement for Construction Works
Chapter II	General Guidelines regarding Specifications and Special Conditions for Concrete Works
Chapter III	Deleted
Chapter IV	General Guidelines regarding Specifications and Special Conditions for Supply of Reinforcement and Structural Steel
Chapter V	Deleted
PART - III	Additional Technical Specifications
Chapter I	Deleted
Chapter II	Deleted
Chapter III	Deleted
Chapter IV	Deleted
Chapter V	Deleted
Chapter VI	Codes & Specifications to be followed
Chapter VII	Priority of Documents
PART - IV	
Chapter I	Milestones and Time Schedule
Chapter II	Tender Forms (including Schedule of Prices)
PART - V	Drawings

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, <https://www.ireps.gov.in> & Central Procurement portal eprocure.gov.in. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and <https://www.ireps.gov.in> only. For submitting the tender, the Tender documents and amendment(s) can be downloaded from the <https://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 Employer's 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 <https://www.ireps.gov.in> and www.dfccil.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.

The cost of the tender document shall be deposited through payment gateway provided on <http://www.ireps.gov.in> on or before schedule date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.

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 **"Packet-A (TECHNICAL BID)"** will be opened on the scheduled day and time and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website www.dfccil.com and <https://www.ireps.gov.in>. The detailed procedure of tender opening will be as per para 1.3.5.

1.3.4.5 Financial Bid shall be filled directly on the website <https://www.ireps.gov.in> through digital signature and not to be submitted in hard copy at all. *The financial bid should neither be scanned & uploaded, nor, the hard copy of the same* should be submitted to the office of Employer.

1.3.4.6 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.

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

shall be:

- i) Cost of Tender Document and Earnest Money Deposit (EMD) Details
 - ii) Technical offer- Technical Bid (Packet-A)
 - iii) Financial offer- (On a later date after scrutiny/evaluation of Technical Bid)
- (c) **BID** of all the tenderers shall be opened and the contents thereof i.e. qualification details shall be read out.
- (d) 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 Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Joint Venture (JV) / Company/ Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

1.3.6.2 The tenderer shall give full details of the constitution of the Firm / JV / Company/ Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise /settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract. (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 submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (c) Joint Venture: The tenderer shall submit documents as mentioned in Clause 65 to GCC.
- (d) Companies registered under Companies Act-1956/2013: The tenderer shall submit (i) the copies of Memorandum of Association (MOA)/ Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the

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tender on behalf of company (iii) A copy of Certificate of Incorporation.

- (e) HUF: 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.
- (f) LLP (Limited Liability Partnership):
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (g) Registered Society & Registered Trust:
 - (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society

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

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

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

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

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

1.3.7 Validity of Tender:

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

1.3.8 Earnest Money:-

- (a) The tender must be accompanied by Earnest Money in favour of '**Dedicated Freight Corridor Corporation of India Limited, Mumbai**' deposited in any of the forms as mentioned in Sub-Para 1.3.8(c) below, failing which the tender will not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of the Earnest Money. Labour Cooperative Societies shall submit only 50% of the Earnest Money.
- (b) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. In case of EMD being submitted in form of Bank Guarantees, the Bank Guarantee shall remain valid for 90 days beyond the validity of the bid. If the validity of the offer is extended, the validity of earnest money should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the DFCCIL. The proof of submission of EMD should be uploaded along with the Technical Bid.
- (c) The Earnest money should be in any of the following forms:
- (i) The Earnest Money (Bid Security) shall be deposited either in cash through e-payment gateway on <https://www.ireps.gov.in>.
- Or,
- (ii) Bank Guarantee on format from Nationalised/Indian Scheduled Commercial Bank. Bank guarantees shall remain valid for 90 days beyond the validity of the bid. Sample format for Bank Guarantee for EMD is enclosed as Form No. 24 (Part-IV, Chapter-II of Bid Document).

In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- (a) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (<https://www.ireps.gov.in>) while applying to the tender.
- (b) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before the scheduled time and date of submission of bids.
- (c) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (<https://www.ireps.gov.in>) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- (d) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the Employer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the

- (e) The original instruments of Earnest Money (Bank Guarantee - in original) have to be submitted to Employer's office before the scheduled date and time of submission of the tender otherwise the Bid may not be considered.
- (f) The earnest money of the unsuccessful tenderer(s) will, save as here- in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession or be liable to pay interest there on.

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

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 through 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 Employer's office or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

1.3.10 Security Deposit on Acceptance of Tender:

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

1.3.11 Tenderer's Address

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

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or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or to reject any tender or all tenders without assigning reasons for any such action.

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

1.3.13 (i) Eligibility Criteria

(A) : Technical Eligibility Criteria

Criteria	
Requirement	
I	<p>The tenderer /JV firm or Lead Member of JV firm must have satisfactorily completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p>

Note:

- (a) **Similar Nature of Work** for this Tender is defined as:
“Supply of machine crushed stone ballast for any Railway / Road works”
- (b) It is clarified that the Technical Eligibility Criterion mentioned above is with composite component for fulfilment of criteria by a JV firm. Refer Clause 65.15.1 of Chapter IV Part I of this Tender document.

(B) : Financial Eligibility Criteria

Criteria
Requirement
<p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where,</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth</p>

previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Form 2B, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note:

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

(C) Bid Capacity

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$ 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 in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = existing commitments and balance amount of ongoing works with the tenderer as per Form No. 2C for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

Note:

- (a) The Tenderer(s) shall furnish the details of -
- (i) 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) for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with tenderer as per Form No. 2C 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 for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
- (i) 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) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the Form No. 2C for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be 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.

The tender/technical bid will be evaluated based on details submitted in Form No. 2C.

Explanatory Notes for Clause 1.3.13 (i) -Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*

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 fulfillment of 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 fulfillment of credentials

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

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.

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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 new partner(s) joins the firm without any modification in the name and PAN/TAN no. of 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.

(ii) Credentials of Tenderer

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

- (a) For Technical eligibility criteria, the details will be submitted in Form No.2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No.2B along with supporting documents.
- (c) For Bid Capacity, the details will be submitted in Form No. 2C along with supporting documents.
- (d) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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 closing 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.

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.

The following will be applicable for evaluating the eligibility:

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

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

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

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on the deadline of submission of application.

- (vi) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

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

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

1. For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self -attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form-22**. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the 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 10 **(Ten) Months** from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.3.15 Pre-Bid Meeting : Not Applicable.

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

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

Mobile : 8511197490 , 8433954278

Email address : vikaskumar2020@dfcc.co.in , jvrathod@dfcc.co.in and bsingh2@dfcc.co.in

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 (a) Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

The Bidder must indicate the percentage of local content as stipulated in Public Procurement (preference to Make in India), order 2017 as amended from time to time and its subsequent orders/ notification issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as class I local supplier is 50% and to qualify as Class II local supplier would be 20%. Non local suppliers are not eligible to participate as per provisions of the public Procurement (Preference to Make In India), Order 2017 and its subsequent amendment. The bidder shall be required to upload a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or by a practicing cost accountant or practicing chartered accountant (if bidder is other than companies), giving the percentage of local content. Preference shall be given to class I local suppliers as per provisions of the Public Procurement (Preference to Make in India), order 2017 and its subsequent amendments.

(b) Permission to Bid for a bidder from a country which shares Land boundary with India:

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

1.3.18 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in Form – 3 and Form- 4 of the tender documents.

1.3.19 Employer not bound to accept any tender:

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

1.3.20 Schedule of Prices

The 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

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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:

- (i) That affects in any substantial way the scope, quality or Performance of the contract.
 - (ii) 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
 - (iii) 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.
 - g) **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification of the Tender, the DFCCIL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the DFCCIL shall not be entertained or considered. The DFCCIL request for clarification and the response of the bidder in this regard shall be in writing.

1.3.27 Evaluation and comparison of tenders

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

1.3.28 Canvassing

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

1.3.29 Award of Contract

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

1.3.30 Understanding and Amendments of Tender Documents:

1. The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
2. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a

condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

3. At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing 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 Provision for medium & small enterprises (MSE):

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

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration.

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
 - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. *The above facilities shall not be applicable for the items for which they are not registered.*
7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
8. **Registration of Udyog Aadhar Memorandum (UAM):** All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP / <https://www.ireps.gov.in>

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failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy
for tenders invited electronically through CPPP / <https://www.ireps.gov.in>.

1.3.32 The DFCCIL has appointed 2 (two) independent external monitors for the purpose of monitoring the Bidding Process and execution of the Contract Agreement for compliance with the principles specified in the integrity pact enclosed as Form no. 20. The co-ordinates of the independent external monitors are as under:

- (a) Name: Shri. V Kannan, Ex-CMD, Vijaya Bank.
Address: TA-I, Krishna Regency, Third Floor, Tata Silk Farm, K R Road, Basavanagudi, Bangalore - 4
email: Kannan.venkata@gmail.com
Mobile No.: 8105305555
- (b) Name: Ms. Rashmi Verma, IAS (Retd.)
Address: D-87, Ground Floor, Panchsheel Enclave, New Delhi - 110017
email: verma.rashmi@rediffmail.com
Mobile No.: 9810735544

GENERAL CONDITIONS OF CONTRACT(GCC)

PART - I
CHAPTER IV

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

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

- (a) "DFCCIL"/ "Employer" shall mean Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its office at Supreme Court Metro Station Building, Pragati Maidan, New Delhi 110001 which expression shall also include its legal successors and permitted assigns."
- (b) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matter which these presents are concerned on his behalf.
- (c) "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;
- (d) "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 Group General Manager /Chief General Manager/ General Manager/Chief Project Manager of DFCCIL.
- (e) "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.
- (f) "Engineer" and Employer's Engineer shall mean the Chief Project Manager/Chief General Manager/ General Manager (Coordination) of DFCCIL or PMC appointed by DFCCIL.
- (g) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM /Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by DFCCIL and shall mean and include the Engineer's Representative of the PMC appointed by DFCCIL.
- (h) "Contractor" shall mean the Person / Firm / LLP/ Trust / Cooperative Society or Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (i) "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.

- (j) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
- (k) "Works" shall mean the works to be executed in accordance with the contract.
- (l) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
- (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 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.
- (t) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the DFCCIL.
- (u) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
- (i) "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
- (ii) "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated

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with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1. (2) **Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) **Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

- 2.(1) **Execution Co-relation and intent of contract Documents:-**The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3) If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/CGM/GM/CPM/nominated by DFCCIL.
- 3.(1) **Law governing the contract:-** “This agreement and the relationship between the parties shall be governed, construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.”
- 3.(2) **Compliance to regulations and bye-laws:-**The 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 DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writingshall be recognized.
5. **Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
6. **Occupation and use of land:-** No land belonging to or in the possession of the Railway / DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or subletting of contract:-**

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

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of CGM/GM DFCCIL for the same. While submitting the proposal to 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 in last 5 years, ending date of submission of proposal by Contractor to DFCCIL, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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 DFCCIL and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

Note: For subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the DFCCIL.

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 CGM/GM 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 DFCCIL, with prior intimation to CGM/GM DFCCIL.
- (f) The Contractor shall indemnify DFCCIL against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (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 certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the CGM/GM DFCCIL, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the CGM/GM DFCCIL can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

- (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 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 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 endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. **Deleted**
10. **Carriage of materials:-** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. Deleted
12. **Representation on Works:-**The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
13. **Relics and Treasures:-**All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
15. **Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered

against the Railways /DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

- 16.(1) **Security Deposit:** The Security Deposit shall be 5% of the contract value. The Earnest Money (Bid Security) submitted by the Contractor with his tender will be retained/encashed by the DFCCIL as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India in the form of Form 24, either towards the Full Security Deposit or the Part Security Deposit equal to or more than Earnest Money (Bid Security), the DFCCIL shall return the Earnest Money (Bid Security), to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India in the form of Form 24, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

- 16.(2)(i) **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the 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.
16. (2)(ii) **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, 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 these conditions, the Security Deposit shall not be forfeited.
- 16.(3) No interest shall be payable upon the Earnest Money (Bid Security) 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:

- (a) 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 Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of cash through e-payment gateway in DFCCIL's Account;
 - (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 Defense Certificates;
 - (ix) Ten years Defense Deposits;
 - (x) National Defense Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- (c) The 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.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either

increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five 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

- (e) 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.
- (f) 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.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the 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 DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of the GCC.
- (h) 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 0.5 (half) 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, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17- A Extension of time in Contracts:- Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be

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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.
- (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 reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for delay due to DFCCIL:-** In the event of any failure or delay by the DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17 A(i) or/and 17 A(ii) or/ and 17 A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion. of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type-and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- 17-B 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 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 no.14) as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the rate of Liquidity Damages as decided by the Engineer, between 0.05% to 0.3% of contract value of works for each week or part of the week.

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

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

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17 A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17 A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17-C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either DFCCIL or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

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

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

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not be paid any compensation whatsoever except payments for the work done up to the date of
rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in a way affect the works under the contract.
- 19.(2) Commencement of works:-**The contractor shall commence the works within 28 days from the date of issue of Letter of Acceptance (LOA) in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 28 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.
- 20.(1) Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the

contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

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

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

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

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

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

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

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

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

- 22.(5) **Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the 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.
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 Qualified Graduate Engineer or Qualified Diploma Holder Engineer.
- 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 DFCCIL through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 Deleted

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

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

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, 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.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry

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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.

28. **Facilities for inspection:-** The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
29. **Examination of work before covering up:-** The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.
30. **Temporary Works:-** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.
- 31.(1) **Contractor to supply water for works:-** Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) Deleted
- 31.(3) Deleted
- 31.(4)(a) **Contractor to arrange supply of Electric power for works:-** Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.
- 31.(4)(b) Deleted
32. **Property in materials and plant:-** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the

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

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

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

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

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

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

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

35. Deleted.

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

(a) Provided for in the contract, or

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

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

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

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

38. Deleted

39.(1) Rates for extra items of works:-

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures for the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

- (a) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and 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 item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”
- ii. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”
- 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 decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

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

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

40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case

the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-

- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the DFCCIL/work;, and
- (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

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.

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

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

(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 up to the limit of 25% variation in quantity of individual item of works.

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

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

42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL.
3. In cases where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items upto 25% of individual item.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in

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the same work.

4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. **Handling Vitiating during Variation in Contract Quantities:**

As a result of variations, a contract shall be considered "vitiating" only when, there is more than 05 (FIVE) percentage difference between present Contractor and new L-1 as a result of variation in contract value are noticed. Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor.

When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken:

- (i) The DFCCIL administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.
- (ii) The above shall be regulated as under:
 - a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.
 - b) Executives while executing the work shall make all efforts to ensure that no vitiating takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.
 - c) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

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

CLAIMS

43.(1) Monthly Statement of Claims:- The Contractor shall prepare and furnish to the Engineer once in

every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

- 45.(i) Measurement of works by 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 opened to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

- 45.(ii) Measurement of works by 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 notwithstanding 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:

(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 or the Engineer's representative's certificates of measurements or Engineer's certified "Contractor's authorised 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 six percent by way of security deposits, until the amount of Security Deposit by way of retained earnest money and 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.

Payment Procedure: The procedure of payment shall be as follows:

(i) 75% of eligible running account bill/ due stage payment, shall be made within 10 working days of the submission of the bill.

- (ii) The remaining payment to be made after final checking of the bill within 28 working days of the submission of bill by the Contractor.

In case the payment has not been released within 10 working days as prescribed above, it shall be made as soon as possible, and after payment a written explanation for the delay shall be submitted to the next higher authority within three working days. However, the contractor is barred from making any claim on account of interest or any other loss due to such delayed payment.

- 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)** Advances to the Contractor shall be paid as per Chapter-V Part-I Special Conditions of Contract of the Tender Document.

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

46A PRICE VARIATION CLAUSE : Deleted

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

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

- 48.(2) Contractor not absolved by completion Certificate:-** The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 49.0 Approval only by maintenance Certificate:-** No certificate other than Maintenance Certificate, if applicable, 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.
- 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 Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have

been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

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, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the

contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

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

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

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

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

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners 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, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

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

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

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

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

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

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

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

55A.(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before

the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to 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 subcontractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

55C. (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.

- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Shramikkalyan portal till ___Month, ___Year."

55D. 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.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

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

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

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

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

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

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

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

59.(4) Sanitary arrangements:- The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by DFCCIL and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative 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 Services /DFCCIL within one Year of their Retirement : The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the MD DFCCIL and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD),Performance Guarantee (PG)and Security Deposits (SD) of that contract.

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

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

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

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

EXPLANATIONS:-

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

(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 Execute the contract documents in terms of Para 1.3.9 of the Instructions to Tenderers.
 - (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 65.11 of Chapter IV General Conditions of Contract (GCC) Part I.
 - (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
 - (xii) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
 - (xiii) 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

- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xv)(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 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 DFCCIL or any officer duly authorized in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

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

Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him such notice proceed to make good his default in so far as thereof 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 hour's notice (Proforma at Form No. 17 or 17A) 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 hour's notice, a final termination notice (Proforma at Form No. 18 or 18A) 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

Tender document no. MUM_N_EN_MANSOON_RESERVE
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.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Form No. 16, 17A & 18A), only in cases where progress of work is more than or equal to 80% of the original scope of work.

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

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

- (a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with DFCCIL under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed 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 available 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 these Conditions.
 - (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

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

STATEMENT OF DISPUTES - DFCCIL ARBITRATION RULES

63.0 Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 (Fifty) Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the " Director /Chief General Manager/CPM, DFCCIL " through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Director /Chief General Manager/CPM, DFCCIL shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) In case the total value of all claims in dispute added together does not exceed Rs. One Crore, the number of Conciliator shall be one. For claims more than Rs. One Crore and upto Rs. Fifty Crore, the number of Conciliators shall be three.
- (v) The Sole Conciliator shall be nominated by the MD DFCCIL from the List of Empaneled Arbitrators /Conciliators maintained by DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CGM/Director/MD DFCCIL.
- (vi) In case, the Conciliation process consist of a panel of three members, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators /Conciliators with DFCCIL empaneled to work as Arbitrator /Conciliator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the CGM/Director/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 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 conciliator' from amongst the 3 conciliators so appointed. MD DFCCIL shall complete this exercise of appointing the Conciliation Panel within 30 days from the receipt of the names of Contractor's nominees.

- (vii) 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.
- (viii) 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.
- (ix) The conciliation proceedings shall be subject to the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof.

63.1 Matters Finally Determined by the DFCCIL: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the MD/ Director /Chief General Manager/CPM, DFCCIL and the MD/ Director /General Manager/CPM, DFCCIL shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5),39.1, 39.2, 40A,43(2), 45(i)(a), 55, 55-A(5), 57, 57A,61(1), 61(2),62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Conciliation, Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Adjudicators from the List of Empaneled Arbitrators/Conciliators maintained by DFCCIL. The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the DFCCIL Corporate Office, New Delhi. The complete panel, which shall not be less than five members, shall be sent by CGM/GM DFCCIL to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the MD DFCCIL shall nominate one member from the same panel as DFCCIL nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the DFCCIL, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by DFCCIL from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Director/MD fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the DFCCIL or the Contractor acting alone. Unless otherwise agreed by both the Parties, the

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appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the DFCCIL and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, 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."

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 84 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 In case any party is not satisfied by the decision of DAB, then the aggrieved party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after its received the DAB's decision, then the decision shall become final and binding upon the Parties.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11 In case DAB decision is not challenged, or no Notice of Dissatisfaction has been issued by either Party within 28 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the DFCCIL and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64. (1) Demand for Arbitration:-

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

64. (1) (i) (b) A dispute, unless settled through Conciliation or in which DAB's decision has become final and binding, shall be finally settled by Arbitration as per Arbitration and Conciliation Act 1996 and its amendments thereof.

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

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

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

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

(d) The seat of arbitration would be New Delhi. However, the venue for arbitration meetings or hearings can be any other place with the consent of parties.

(e) Both the parties shall submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

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

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

64.(2) Obligation During Pendency of Arbitration:- Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or

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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): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator from the List of Empaneled Arbitrators, nominated by the MD DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CGM/Director/MD DFCCIL.

64.(3)(b): In cases not covered by the Clause 64(3)(a), the Arbitral Tribunal shall consist of a panel of three members, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators with DFCCIL 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 CGM/Director/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.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or 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) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): While appointing arbitrator(s) under Sub-Clause 64.(3)(a) & 64.(3)(b) 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/Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Form no.27 shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or

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

- 64.(3)(d)(i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- 64.(3)(d)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 64.(3)(d)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4):** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64.(6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Form no.27 to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by 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 (as amended up to date) and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64.(8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by DFCCIL to Contractor, the terms & conditions as incorporated in the DFCCIL Policy as amended from time to time, shall be followed. In case Contractor has to pay to the DFCCIL, then 75% of the award amount shall be deducted by the DFCCIL from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

- 65.0 Participation of Joint Venture (JV) in Works Tender:** This para 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 submitted by JV or authorized person of JV either as :
- (i) Cash through e-payment gateway or as mentioned in tender document, or
 - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 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 the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 65.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 65.8** Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 65.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 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 alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to

observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

- 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 DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL 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 Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 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 DFCCIL in respect of the said tender/contract.
- 65.14** Documents to be enclosed by the JV along with the tender:
- 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 or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India /DFCCIL from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 65.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 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 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

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

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

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

65.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment 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) of Chapter III Part I, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 1.3.13(i)(A) of Chapter III Part I, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 1.3.13(i)(A) of Chapter III Part I, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 1.3.13(i)(A) of Chapter III Part I, shall be

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satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 1.3.13(i)(A) of Chapter III Part I, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non- lead) member of must have satisfactorily completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 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 consideration.*

65.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.13(i)(B) of Chapter III Part I. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13(i)(B) of Chapter III Part I.

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(i)(C) of Chapter III Part I. 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 as per the Indian Partnership Act, prior to submission of tender.
- 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.
- 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 DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall

be at the sole discretion of the DFCCIL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

- 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 Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
- 66.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 66.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 66.9 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 DFCCIL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non- execution of the contract or part thereof.
- (b) Duration of the partnership deed and partnership firm agreement:
The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of DFCCIL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- (c) Governing laws:
The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in

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the contract without the written consent of the other partner/s and that of the DFCCIL.

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

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

66.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in para 1.3.13(i) of Chapter III Part I of the Tender document.

SPECIAL CONDITIONS OF CONTRACT(SCC)

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 28 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.
- 1.5.4 **Quality Assurance Plan for Substructure and foundation**
- All materials used in the work shall be of the best quality as per codes. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the substructure and foundation. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed in for the construction of substructure and foundation. These are to be approved from the client / DFCCIL
- 1.5.5 **Quality Assurance Plan for Superstructure including bearings**
- (a) All materials used in the work shall be of the best quality as per codes / Specifications for Fabrication and Erection of Steel Girder Bridges (B1-2001) amended till date. Quality Assurance Plan shall include for materials used and for workmanship of work. Quality Assurance Plan shall also be prepared for erection /Launching of FOB. The contractor shall submit Quality Assurance Plan for the superstructure . The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed for the construction of superstructure. If the superstructure of ROB & FOB is designed by RDSO / RITES, Quality Assurance Plan shall be in line with Quality Assurance plans approved by RDSO. These plans are to be approved from the IR/ DFCCIL.
- (b) The contractor shall ensure quality at all necessary points, whether at manufacturers' works, or in his depot or at work site as well as during erection through Quality Assurance Plan.
- (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.
- (d) The erection scheme of FOB and Launching scheme of BOW String girder shall be approved by Railway/DFCCIL before start of erection/launching of FOB & BOW string girder of ROB.
- (e) Fabrication of ROB/FOB will be inspected by DFCCIL's Engineer in Charge / RDSO / PMC's representative as per approved QAP.
- 1.5.6 **Expenses of Employer' Representative-** All the expenses of Engineers representative shall be

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borne by the Employer whether the inspected material is finally utilised in work or not.

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

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

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

1.5.8.2 The documentation control system:

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

1.5.8.3. Procedure adopted for:

- (i) Source Inspection.
- (ii) In coming raw material inspection.
- (iii) Verification of material purchased.
- (iv) Fabrication Controls.
- (v) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

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

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records.

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

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

1.5.9 **Traffic Blocks / Power Blocks / Shut Down: 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 /DFCCIL Train operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

1.5.11 Infringement of patents:

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

1.5.12 Insurance:- (CAR policy)

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

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

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

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may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the **Rs. 100 Lakh (Rs Hundred Lakh)**, with no limit on the number of occurrences.

The insurances specified in this Sub-Clause:

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

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

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor (whether applicable), other than death or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

(b) Insurance for Works and Contractor's Equipment

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

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

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

The insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause not listed as Employer's Risks,

(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the

Employer's Risks, excluding (in each case) risks which are not insurable at commercially reasonable terms

(e) may however exclude loss of, damage to, and reinstatement of:

(i) a part of the Works which is in a defective condition due to a defect in its design, Materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in subparagraph (ii) below),

(ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, Materials or workmanship

(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

(c) Insurance for Contractor's Personnel

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

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

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

(d) Automobile Liability Insurance

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

(e) Professional Indemnity Insurance

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

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

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

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

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

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

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

1.5.13 Accident:-

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.50 lakh for any one accident without any limit on the number of accidents.

- (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 /DFCCIL premises, but shall then conform to the rules and regulations of the Railway /DFCCIL 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 /DFCCIL siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- (b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Employer's flagmen on duty take a necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock. The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks
- (c) The contractor shall abide by all DFCCIL regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway /DFCCIL, in such a way that they do not hinder Railway / DFCCIL train operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.
- (e) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

1.5.15 Guarantee / Defect Liability Period:-

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, for **a period of 12 months** from the date of taking over by the Employer
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer /manpower to attend to any defective works / installations resulting from defective erection and/or

defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.

- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later.

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

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

1.5.16 Final Acceptance:

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability Period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee of various items (viz. RFO, Bridge, Earthwork etc), 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 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 the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

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

1.5.19 Performance Guarantee:-

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

1.5.20 Advances to Contractor: - Applicable in this Contract

(a) Mobilization advance:

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

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

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

The 1st stage of advance shall be payable immediately after signing of contract agreement.

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

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b) Advance Against Machinery and Equipment:

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

(c) Advances for accelerating progress of the work during course of execution of Contract:

This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by the Managing Director on the recommendations of the Engineer in-charge, in consultation with the Associate Finance. While recommending this advance

Tender document no. MUM_N_EN_MANSOON_RESERVE
for sanction of Managing Director, the Engineer in-charge shall also confirm that progress of the contract work has been as per milestones/targets laid down and no extension to Date of completion of the contract has been given on contractor's account.

(d) Advances in Exceptional Cases:

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

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

- (i) The advances shall carry an interest of **10% (Ten Percent)**.
- (ii) Advances except those against machinery and equipment shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSCs) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest). The Bank Guarantee shall be from a Nationalised / Schedule Commercial Bank in India in a form acceptable to the DFCCIL. Format for BG is similar to Tender Form-19 placed at Part-IV of Tender Document.
- (iii) The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will @ 15% of each gross bill amount.
- (iv) That the grant of advance is primarily in DFCCIL's own interest.
- (v) That a contractor does not receive advances for same work from different officers.
- (vi) That arrangements are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances; and
- (vii) That all necessary precautions are taken to secure Government/DFCCIL from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper progress of the work.

(f) Method of Recovery of Interest -

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

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

1.5.21 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,

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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 CGM/GM-Co-ord. DFCCIL whenever required.

TECHNICAL SPECIFICATIONS

PART - II

TECHNICAL

SPECIFICATIONS

For technical specifications, refer relevant Indian Railways Unified Standard Specifications, 2010 as amended upto date, the specification for fabrication and erection of steel girder bridges and Locomotive Turn Table (Fabrication Specification), Serial No B1 - 2001 amended upto date other IRS/IRC/IS Codes and Specifications as applicable.

For Non-Schedule items, the specifications in Tender Document / Schedule shall be applicable.

In case of any conflict between Technical Specification, Additional Technical Specification mentioned in Part-II and Part-III of Tender Document, Codes / Specifications mentioned above or otherwise or regarding correct applicability of relevant specification, the decision of Engineer shall be final and binding.

SPECIAL CONDITIONS OF ITEMS

----- Supply of Rubble stone.:-

1. The rubble shall be supplied in stacks at yard as per the directions of Engineer-in-charge.
2. The size and location of each plot for stacking the materials shall be decided by the Engineer-in-charge. Tenderer/s shall have to make leveled plots by cutting, and filling and making the ground level at his/their own cost and they have to get them approved by the Engineer in-charge before stacking the materials.
3. The stack shall be closely packed to secure minimum voids. The contractor shall be fully responsible for ensuring minimum voids. IOW/PWI shall depute staff during stacking to check that stack is being closely packed. The Dy.CPM/DPM while carrying out the measurements shall ensure that there are minimum voids in stack by opening out a few locations in the stack. If Dy.CPM/DPM is not satisfied that the stack is having minimum voids restacking may be ordered at contractor's cost. The Dy.CPM/DPM 's decision in this respect shall be final and binding.
4. The width and height of the stack shall not be less than 1.0m. The volume of each stack shall be measured and quantity shall be assessed as under

$$\frac{(L1+L2)}{2} \times \frac{(B1+B2)}{2} \times \frac{(H1+H2+H3+H4)}{4} = \text{Gross Volume of Stack}$$

Where,

- (1) L. 1 and L2 are average lengths of bottom & top on both sides respectively.
- (ii) B1 and B2 are the average breadths of bottom and top on both sides respectively.
- (iii) H1, H2, H3 & H4 are the height from 4 representative locations chosen at random; however, if

necessary more heights can be recorded. Additional measurements shall also be recorded at the discretion of the engineer in charge, in case the stacks are irregular.

5. Normally, material is to be supplied and accepted in stacks. In such cases, no allowance for shrinkage shall be deducted and the gross volume computed as per Para 4 above shall be allowed for payment.
6. In case there is some urgency as certified by Dy. CPM/DPM in charge of work, material may be loaded directly in to wagon. In such a case, allowance for shrinkage at the rate of 8% shall be deducted from the gross volume and net quantity thus arrived shall be paid. For arriving at the gross volume of wagon, measurements shall be recorded in advance in presence of the contractor up to the loading point before loading the material. The payment shall be made at the agreed rate only.
7. Contractor shall make adequate arrangements for expeditious loading of materials in to Railway wagons when such need arises & shall ensure that the rake is not un-necessarily detained.
8. The approach road as existing/available shall be utilized for supplying the materials. No additional facility like approach road, temporary level crossing etc. shall be provided by the Railway.
9. The rubble supplied shall be hard, durable and uniform in size. The weight of stone in each stack shall be not less than 20 Kg.
10. The material supplied shall include the cost for all taxes, royalties, duties, transportation, handling etc. Nothing extra shall be paid, on any account, other than the accepted rate in the tender schedule.
11. 100% test check of measurement shall be made by sectional Dy.CPM/DPM

----- **Supply of TRACK BALLAST**

1. SCOPE: These specifications will be applicable for stone ballast to be used for all types of sleepers on normal track, turnouts, tunnels and deck slabs etc on all routes.

2.0 DETAILED SPECIFICATIONS:

**2.1
GENERAL**

2.1.1 Basic Quality: Ballast should be hard durable and as far as possible angular along edges/corners, free from weathered portions of parent rock, organic impurities and inorganic residues.

2.1.2

Particle shape: Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded/ sub rounded faces.

2.1.3

Mode of manufacture: Ballast for all BG main lines and running lines, except on 'E' routes but including 'E' special routes, shall be machine crushed. For other BG lines and MG/NG routes

planned/sanctioned for conversion, the ballast shall preferably be machine crushed. Hand broken ballast can be used in exceptional cases with prior approval of Chief Track Engineer/CAO/C. Such approval shall be obtained prior to invitation of tenders.

On other MG and NG routes not planned/sanctioned for conversion hand broken ballast can be used for which no approval shall be required.

2.2

PHYSICAL PROPERTIES

2.2.1

Ballast sample should satisfy the following physical properties in accordance with IS:2386 Pt.IV-1963 when tested as per the procedure given in Annexure-I & II.

	BG, MG & NG(planned/sanctioned those	NG & MG(other than planned for conversion)
Aggregate Abrasion value	For conversion) 30% Max.*	35% Max.
Aggregate Impact value	20% Max.*	30% Max.

- * In exceptional cases, on technical and/or economic grounds relax able up to 35% and 25% respectively by CTE in open line and CAO/C for construction projects. The relaxation in Abrasion and Impact values shall be given prior to invitation of tender and should be incorporated in the Tender document.

2.2.2

The '**Water Absorption**' tested as per IS 2386 Pt.III-1963 following the procedure given in Annexure III should not be more than 1%. This test however, *to be prescribed at the discretion of CE/CTE in open line and CAO/Con. For construction projects.*

2.3 SIZE AND GRADATION

2.3.1 Ballast should satisfy the following size and gradation:

- | | |
|------------------------------------|--|
| a) Retained on 65mm Sq.mesh sieve | 5% Maximum |
| b) Retained on 40mm Sq.mesh sieve* | 40%-60% |
| c) Retained on 20mm Sq.mesh sieve | Not less than 98% for machine crushed
Not less than 95% for hand broken |

* For machine crushed ballast only.

2.3.2 Oversize ballast

- i) Retention on 65mm square mesh sieve.

A maximum of 5% ballast retained on 65mm sieve shall be allowed without deduction in payment.

In case ballast retained on 65mm sieve exceeds 5% but does not exceed 10%, payment at 5% reduction in contracted rate shall be made for the full stack. Stacks having more than 10% retention of ballast on 65mm sieve shall be rejected.

- ii) In case ballast retained on 40mm square mesh sieve (machine crushed case only) exceeds 60% limit prescribed in 2.3.1 (b) above, payment at the following reduced rates shall be made for the full stack in addition to the reduction worked out at i) above.

5% reduction in contracted rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including).

iii) 10% reduction in contracted rates if retention on 40mm square mesh sieve is between 65% (excluding) and 70% (including).

iv) In case retention on 40mm square mesh sieve exceeds 70%, the stack shall be rejected.

v) In case of hand broken ballast supply, 40mm sieve analysis may not be carried out. The executive may however ensure that the ballast is well graded between 65mm and 20mm size.

2.3.3 Under Size Ballast: The Ballast shall be treated as undersize and shall be rejected if-

Retention on 40mm Sq. Mesh sieve is less than 40%.

Retention on 20mm square mesh sieve is less than 98% (for machine crushed) or 95% (for hand broken).

2.3.4 Method of Sieve Analysis:

Sieve sizes mentioned in this specification are nominal sizes. The following tolerances in the size of holes for 65, 40 and 20mm nominal sieves sizes shall be permitted.

65mm Square Mesh Sieve Plus Minus 1.5mm

40mm Square Mesh Sieve Plus Minus 1.5mm

20mm Square Mesh Sieve Plus Minus 1.0mm

Mesh sizes of the sieves should be checked before actual measurement. The screen for sieving the ballast shall be of square mesh and shall not be less than 100cm in length, 70cm in breadth and 10cm in height on sides.

While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.

The percentage passing through or retained on the sieve shall be determined by weight.

3.CONDITIONS FOR SUBMISSION OF TENDER

3.1 Each tenderer at the time of tendering shall submit the test report of Impact Value. Abrasion Value, Water Absorption Value from approved laboratories and the list of these laboratories shall be mentioned in the tender documents.

3.2

The tenderer shall also furnish an undertaking as incorporated in the tender document that the ballast supply at all times will conform to Specifications for Track Ballast as specified by Railway.

4. METHOD OF MEASUREMENT

4.1

Stack Measurement

Stacking shall be done on a neat, plain and firm ground with good drainage. The height of stack shall not be less than 1m except in hilly areas where it may be 0.5m. The height shall not be more than 2.0m. Top width of stack shall not be less than 1.0m. Top of stack shall be kept parallel to the ground plane. The side slopes of stack should not be flatter than 1.5:1 (Horizontal : Vertical). Cubical content of each stack shall normally be not less than 30 cum in plain areas and 15 cum in hilly areas.

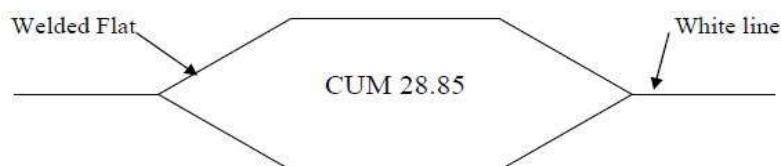
4.2 Wagon Measurement

4.2.1

In case of ballast supply taken by direct loading into wagons, a continuous white line should be painted inside the wagon to indicate the level to which the ballast should be loaded. The cubical content in cubic meter corresponding to white line should also be painted on both sides outside the wagon.

4.2.2

In addition to painted line, mentioned in para 4.2.1, short pieces of flats (cut pieces of tie bars or otherwise) with cubical contents punched shall be welded at the centre of all the four sides as permanent reference. In case the supply is taken in general service wagon, actual measurements will be taken.



4.3 Shrinkage Allowance

Payment shall be made for the gross measurements either in stacks or in wagons without any deduction for shrinkage/voids. However, when ballast supply is made in wagons, shrinkage upto 8% shall be permitted at destination while verifying the booked quantities by the consignee.

5. SAMPLING AND TESTING

5.1 A minimum of 3 samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stacks to be measured are less than three.

5.2 The test viz. Determination of Abrasion Value, Impact Value and Water Absorption should be got done through approved laboratories or Railway's own laboratories (List of these laboratories shall be mentioned in the tender document).

5.3 In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

5.3.1 On supply of the first 100 cum, the tests for size gradation, Abrasion value, Impact value and water absorption (if prescribed) shall be carried out by Railway. Further supply shall be accepted only after this ballast satisfies the specifications for these tests. Railway reserves the right to terminate the contract as per GCC at this stage itself in case the ballast supply fails to conform with any of these specifications.

5.3.2 Subsequent tests shall be carried out as follows

	Supply in stacks		Supply in wagons
	For stack of volume less than 100 cum	For stack of volume more than 100 cum	
a) Size and Gradation Tests.			
- No. of Tests	One for each stack.	One for each stack.	One for each wagon.
- Size of one sample	** 0.027 cum	** 0.027 cum for every 100 cum or part thereof.	** 0.027 cum
b) Abrasion Value, Impact Value and Water Absorption test @ Testing Frequency	One test for every 2000 cum		

This sample should be collected using a wooden box of internal dimensions 0.3m x 0.3m x 0.3m from different parts of the stack/wagon.

@ These tests shall be done for the purpose of monitoring quality during supply. In case of the test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supplies ensured as per specifications. The above tests may be carried out more frequently if warranted at the discretion of Railway.

5.3.3 All tests for Abrasion value Impact value and water absorption conducted subsequently to award of contract shall be done at Railway's cost.

----- Supply of Quarry Dust :-

- i. Shrinkage 7.5% to be deducted.
- ii. The Quarry dust shall be produced by mechanical process by crushing the stones and/or by mixing, naturally available materials using suitable equipment/plants like pug mill, wet mix plant, crusher etc.
- iii. Specification
 - 1) Cu 7 and Cc between 1 and 3.
 - 2) Fines (passing 75 microns) :3% to 10%

SL	IS Sieve Size	Percent Passing (by weight)
1	40 mm	100
2	20mm	80-100
3	10 mm	63-85
4	4.75 mm	42-68
5	2 mm	27-52
6	600 Micron	13-35
7	425 micron	10-32
8	212 micron	6-22
9	75 micron	3-10

3) Minimum soaked CBR value 25, compacted at 100% of MDD

4) Los Angeles Abrasion value < 40%

----- **LOADING IN HOPPERS/OPEN WAGONS: -**

- (a) The machine crushed ballast/ rubbles etc. as accepted from time to time shall be directly loaded in the hoppers/open BG wagons nominated station in JRS-ST & UDN USD section
- (b) Unit of measurement when loading of ballast in Hopper will be the standard loading contents of that Hopper ie., 35.774 cum. However, for other materials loading, the unit of measurement will be derived from the cubic content of actual material loaded in any type of wagons.
- (c) The hoppers/wagons for the purpose of loading shall be placed in the ballast sidings with the Railway's locomotives. The contractor shall make arrangements at his own cost to move loaded wagons on railway track to facilitate further loading of wagons as required.
- (d) Once the wagons are placed at the nominated location, further action on their movement if any to facilitate their loading and other operation as required by the Contractor, would be taken by the Contractor's at his own cost (including compensation to the Railway for any consequential damages) as related to the contractor's loading system for which purpose the necessary equipment, if any required, shall be obtained and installed by the contractor.
- (e) The contractor ensures that segregation does not occur while loading and only specified size gets loaded

----- **LOCATION OF SUPPLY OF MATERIALS: -**

1. New Palghar DFCCIL station at DFC ch. 141+490 (Near IR Vangoan station)
2. New Ancheli DFCCIL station at DFC Ch. 260+000 (Near IR Ancheli station)

PART - II

Chapter I

**GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR
SUPPLY OF CEMENT FOR CONSTRUCTION WORKS**

PART - II

Chapter II

**GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR
CONCRETE WORKS**

PART - II

Chapter III

**GENERAL GUIDELINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR
BORED CAST-IN-SITU RCC PILE FOUNDATIONS**

PART - II

Chapter IV

**GENERAL GUIDLINES REGARDING SPECIFICATIONS AND SPECIAL CONDITIONS FOR
SUPPLY OF REINFORCEMENT AND STRUCTRURAL STEEL**

PART - II

Chapter V

Deleted

**ADDITIONAL
TECHNICAL SPECIFICATION**

PART - III
ADDITIONAL TECHNICAL SPECIFICATIONS
Chapter I
STUD SHEAR CONNECTOR

3.1 Deleted

PART - III
Chapter II
LOAD TESTING OF BRIDGE

3.2 Deleted

PART - III
Chapter III
SPECIFICATION FOR ROADS & REINFORCED EARTH CONSTRUCTION

3.3 Deleted

Part III
Chapter IV
NON-DESTRUCTIVE INTEGRITY TESTING OF CONCRETE PILE

3.4 Deleted.

Part III
Chapter V
**PRECAUTIONS WHILE WORKING IN CLOSE PROXIMITY OF EXISTING INDIAN RAILWAY OR
DFCCIL TRACK**

3.5 Deleted.

Part III
Chapter VI
CODES & SPECIFICATIONS TO BE FOLLOWED

3.6 Deleted.

Part III

Chapter VII

PRIORITY OF DOCUMENTS

3.7 PRIORITY OF DOCUMENTS

3.7.1 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

MILESTONES AND TIME SCHEDULE

PART-IV

CHAPTER - I

MILESTONES AND TIME SCHEDULE

4.1.1 Time Schedule:

4.1.1.1 Time of start and completion:

The time allowed for execution of the works is **10 (Ten) Months for (Name of Work)** 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 **28 (days)** from issue of Letter of Acceptance by DFCCIL. The contractor shall be expected to complete the whole work ordered on the contractor within **10 (Ten) 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.

4.1.1.2 Progress of works:

Within a period of 28 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 latest version of ORACLE PRIMAVERA P6 PROFESSIONAL PROJECT MANAGEMENT SOFTWARE, hereinafter referred to as ORACLE PRIMAVERA P6. The contractor shall submit the programme of work in the form on Primavera P6 duly identifying the resource requirement ie, 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 **10 (Ten) 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 **10 (Ten) 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,

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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.

Note:

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

TENDER FORMS (INCLUDING SCHEDULE OF PRICES)

PART- IV

CHAPTER II

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Bid Capacity
Form No. 2D	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. 17A	Proforma of 48 Hrs Notice for Part of the Work
Form No. 18	Proforma of Termination Notice
Form No. 18A	Proforma of Termination Notice for Part of the Work
Form No. 19	Format of Bank Guarantee for Mobilization
Form No. 20	Format of Integrity pact
Form No. 21	Summary of Insurances
Form No. 22	Format for Affidavit
Form No. 23	Format for Guarantee Bonds
Form No. 24	Format for Bank Guarantee for EMD
Form No. 25	Proforma for 14 Days Notice for Offloading of Part of Contract work
Form No. 26	Proforma for Notice for Part of Contract work Offloaded
Form No.27	Certification by Arbitrators appointed under Clause 63 & 64 of General Conditions of Contract

OFFER LETTER

Tender No. MUM_N_EN_MONSOON_RESERVE_MATERIALS

Name of work : **Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight.**

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

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 **120 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.1.3.13 (ii)(v)(a) 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 (ii) (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 Earnest Money (Bid Security), the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name

In the capacity of

Signed

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

Date

TENDERER'S CREDENTIALS

S. No.	Description
1	For technical experience/competence, give details of similar completed works during last 07 (seven) years, ending last day of month previous to the one in which tender is invited in the proforma given in Form-2A
2	For financial capacity and organizational resources, give details of contractual turnover 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-2D

TECHNICAL ELIGIBILITY CRITERIA DETAILS

**Details of the similar works completed (as per Para1.3.13 (i) (A) (i) 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)	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>
5	If member in a JV, specify share of each JV member		
6	Total Contract Value of COMPLETED Single works as defined in requirement of Para 1.3.13(i)(A)(i)		
7	Total payment received against this contract before Tender Opening Date		
8	Bridge/ Viaduct for:	Railway/Metro Railways/Road Bridge	
9	Value of completed work of bridge/ROB/FOB/viaduct of Railway/Metro Railways/ Roads excluding cost of approach embankment		
10	If member in a JV, specify qualifying amount against Item-9	<i>[insert percentage]</i>	<i>[insert amount]</i>
11	Employer's Name: Address: Telephone/fax number E-mail:		
12	Description of the similarity in accordance with Criteria 1.3.13(i)(A)(i)		

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.

FORM No. 2A (Part-2 of 2)

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed (as per Para1.3.13 (i) (A) (ii) 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 of contract, if complete		
4	Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>
5	If member in a JV, specify percentage share of each member		
6	Type of Bridge	Open Web/Plate Steel Girder/Composite Girder/ Bow string Girder/FOB for Railway/Metro Railways/Road Bridge	
7	Number of spans and span-length completed in the relevant type of bridge		
8	Number and Length of the completed Bridge span of a Work, similar to the works as defined in requirement of Para 1.3.13 (i)(A) (ii) read along with Note, by the tenderer/JV member		
9	Date of Completion of relevant portion of contract as per Item-7		
10	Employer's Name: Address: Telephone/fax number E-mail:		
11	Description of the similarity in accordance with Criteria 1.3.13(i)(A)(ii)		

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.

Reference -Para 1.3.13 (i)(B) of 'Preamble & General Instructions to Tenderers'

FINANCIAL ELIGIBILITY CRITERIA DETAILS

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

Name of Bidder/ JV Partner

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
2023-24			
2022-23			
2021-22			
2020-21			
Average Annual Contractual Turnover for last 3/4years			

1. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.....

(Signature of Chartered Accountant)

Name of CA:.....

Registration No: _.....

(Seal)

FORM 2C

Reference -Para 1.3.13 (i)(C) of 'Preamble & General Instructions to Tenderers'

BID CAPACITY- DETAILS OF EXISTING COMMITMENT AND BALANCE WORK

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

Name of Tenderer/JV partner:

S.N.	Name of work	LOA no./ CA no.	Employer's Name/ Address/ Contact Details	Date of Award	Stipulated date of Completion	Expected Date of Completion	Value of work completed up to date of NIT	Balance value of work to be completed in 'N'	Remarks

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 in progress) = **Rs.....**

N (Number of years prescribed for completion of work for which bids has been invited) = **.....Years**

B (Existing commitments and balance amount of ongoing works with the tenderer as per the above format for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender) = **Rs.**

Calculated Bid Capacity of the Tenderer / JV Partner [AxNx2- 0.33xNxN] = Rs.....

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.....

(Signature of Chartered Accountant)

Name of CA:.....

Registration No: _.....

(Seal)

APPLICANT'S PARTY INFORMATION FORM

Applicant name:

[insert full name]

Applicant's Party name:

[insert full name of Applicant's Party]

Applicant's Party country of registration:

[indicate country of registration]

Applicant Party's year of constitution:

[indicate year of constitution]

Applicant Party's legal address in country of constitution:

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

Applicant Party's authorized representative information

Name: *[insert full name]*

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

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

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

1. Attached are copies of original documents of

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

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

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

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

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

SCHEDULE OF PRICES & TOTAL PRICES

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

SAMPLE AGREEMENT

CONTRACT AGREEMENT

(To be executed on requisite value of stamp papers) AGREEMENT

This agreement is made on this Day of 2022 BY AND

BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its office at Supreme Court Metro Station Building, Pragati Maidan, New Delhi 110001 (hereinafter referred to as "EMPLOYER" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/s having its office at.....(hereinafter referred to as " the Contractor" which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) OF THE OTHER PART.

WHEREAS: -

1. The Employer is desirous that certain works should be executed by the Contractor viz. Tender No.(hereinafter called "the works", and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
 - (a) The Contract agreement
 - (b) The Letter of Award /Acceptance
 - (c) The Preamble & General Instructions to Tenderers
 - (d) The Schedules (Bill of Quantities)
 - (e) Special Conditions of Contract (SCC)
 - (f) General Conditions of Contract (GCC)
 - (g) Technical Specifications and Additional Technical Specifications as part of SpecialConditions
 - (h) Any other documents forming part of Contract
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respect with the provision of the contract.
4. The Employer hereby covenant to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Both the parties shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.
6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the
Authorized signatory)

(Name, Designation and
address of the authorized signatory)

Signed for and on behalf of the Contractor in the
Presence of:

Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

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 CGM/ GM Co-ord., 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.

1. 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 CGM/ GM Co-ord, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____(Rs. _____only).
3. (a) We _____(indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We, _____(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by CGM/ GM Co-ord DFCCIL (Designation & Address of contract

signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

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

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

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

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

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

9. This guarantee shall be valid upto_____ (Date of 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:

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

We shall be entirely responsible for the safe custody and protection of the said materials against 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 CGM/ GM Co-ord in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

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

Dated this day _____ day of 200

for and on behalf of

M/s _____ (Contractor)

Signature of witness

Name of witness in Block letter.

Address.

**ECS / NEFT / RTGS
MANDATE FORM**

Date :-

To,

Deputy Chief Project Manager /Finance,
DFCCIL, 7th Floor, New Administration Building,
D. N. Road, Mumbai 400 001

Sub : ECS / NEFT / RTGS payments

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

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

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

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

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

and

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

and

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

The expressions of andshall 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/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate.....as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/sshall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....
4. The `Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:

a. Lead Partner;

- (i)

- (ii)
- (iii)

b. Joint Venture Partner

- (i)
- (ii)
- (iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITY

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

6. ASSIGNMENT AND THIRD PARTIES

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

7. EXECUTIVE AUTHORITY

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

8. EARNEST MONEY (BID SECURITY)

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Earnest Money (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 Delhi.

14. VALIDITY

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

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

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

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

17. NOTICES

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

Lead Partner

Other Partner(s)

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and

year first before written.

M/s.....

.....

(Seal)

Witness

1(Name & Address)

2(Name & Address)

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

B. SCHEDULES

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

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/Mumbai/North,

Dedicated Freight Corridor Corporation of India Limited

7th Floor, New Administration Building, D. N. Road, Mumbai 400 001

Sir,

Re: ...“ Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight Corridor

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.**

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.

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

POWER OF ATTORNEY*

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

Know all men by these presents, we ... do hereby constitute, appoint and authorize Mr/Ms.....who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of ... [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.

**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 **“Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight Corridor**

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 and generally to represent the Joint Venture in all its dealings with the Railways/DFCCIL or any other Government Agency or any person, in connection with the Bid/contract for the said work until culmination of the process of bidding till the contract agreement if successful, is entered into with the Dedicated Freight Corridor Corporation of India Limited and thereafter till the expiry of the contract agreement.

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

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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 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/Joint Venture.

Dated this the..... Day of..... 2020

.....
(Signature)

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

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

PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

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

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

Dear Sir,

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

Yours faithfully,

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

CERTIFICATE OF FITNESS

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

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

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

4. Sex _____

5. Residence: _____

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

7. Physical fitness _____

8. Identification marks _____

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

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

Signature or Left Hand
Thumb Impression of the
person Examined

Signature of Certifying Surgeon

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

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)
DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office 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/CGM's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

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

PROFORMA OF 48 HRS NOTICE FOR WHOLE WORK
DFCCIL

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

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

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.
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

Kindly acknowledge receipt.

Yours faithfully

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

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.

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

Kindly acknowledge receipt.

Yours faithfully

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

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

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

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

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

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

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

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

This guarantee is valid till

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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

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

Signature of Authorized Bank Official

Name

Designation

Stamp/Seal of the bank

Signed, sealed and delivered for and on

Behalf of the bank by the above named

..... in the presence of

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

PRE CONTRACT INTEGRITY PACT

General

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

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

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

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

1. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B],
will demand, take a promise for or accept, directly or through intermediaries, any bribe,
consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from
the [A] either for themselves or for any person, organization or third party related to the [B], in
exchange for an advantage in the bidding process, bid evaluation, contracting or implementation
process related to the [B].
 - 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to
all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.

- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
 - 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
 - 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
 - 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the 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.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.
4. Previous Transaction
- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5. Earnest Money (Security Deposit)
- 5.1 The Earnest money/ Bid Security/ Security Deposit/ Retention money/ Performance guarantee shall be as per the provisions of Bid document.

6. Sanctions for Violations

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Fall Clause

7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)

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

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

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

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

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

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books

of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this integrity pact at on

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

witness

1. 2.

Note:

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case was may be

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.

SUMMARY OF INSURANCES
(Clause 1.5.12, Part - I, Chapter - V)

Insurance to be taken by the Contractor

In accordance with the provision of SCC Sub-Clause 1.5.12, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set for the below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

A. Insurance against Injuries to Person and Damage to property-

Covering any loss, damage, death or bodily injuries which may occur to any physical property or to any person / animal covering loss and damage to Employer property and Employer's personal.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Rs. 100 Lakh per occurrence with no limit on the number occurrences	-	Contractor and Employer	Commencement date	Issue of Performance certificate

B. Insurance of Works and Contractor's equipments-

The contractor shall insure to cover loss or damage to works, plants, materials and contractor's documents occurring prior to completion of the work until the date of issue of the Taking-Over Certificate for the Works.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Full replacement value, including delivery to Site plus 15% of replacement cost	-	Contractor and Employer	Commencement date	Issue of Taking-Over Certificate for the Works

C. Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

D. Automobile Liability Insurance

Covering use of all vehicles used by the contractor or its sub contractors (whether or not owned by them) in connection with the design, construction testing and commissioning of the facilities under the contract in accordance with statutory requirements.

E. Professional Indemnity Insurance

To cover professional negligence in the design of the works.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Rs. 50 Lakh	-	Contractor and Employer	Commencement date	Issue of Performance certificate plus 3 years

F. Workers' Compensation

In accordance with the statutory requirement applicable in India.

G. Insurance to be taken by the Employer (DFCCIL)- Nil

FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENT
(Clause 1.3.13(iii), Part - I, Chapter - III)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)**

Tender Notice No. MUM_N_EN_MONSOON_RESERVE_MATERIALS

Name of Work: Supply of monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North.

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 DFCCIL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document from the website <https://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 evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**
7. I/we 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 five year on entire DFCCIL. Further, I/we (insert name of the tenderer)**..... and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT SEAL AND

SIGNATURE OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer.**

Attestation before Magistrate/Notary Public

FORMAT FOR GUARANTEE BONDS

(a) GUARANTEE BOND FOR REINFORCED EARTH WALL SYSTEM

The agreement made this ____ day of _____ 202_ between M/s _____ (hereinafter called the Guarantor of the one part) and the Managing Director, Dedicated Freight Corridor Corporation of India Ltd. acting through Chief General Manager / General Manager Co-ordination (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 construction of ROB work at "_____".

In the said contract the item of reinforced earth wall system is to be provided and installed by the Guarantor/Contractor as per the standard specifications of MoRTH (Ministry of Road Transport and Highways). Further the scope of detailed design of the reinforced earth wall system to serve the minimum life of 25 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 affect that the said reinforced earth wall system 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 including cost of installation and fixing of the reinforced earth wall system to the satisfaction of the Engineer-In-Charge, at his own 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 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 General Manager/General Manager Co-ordination, 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 Chief General Manager/General Manager Co-ordination, DFCCIL by Dy. CPM

In the presence of

- 1.
- 2.

(Dy. CPM)

FORMAT FOR GURANTEE BONDS

(b) GUARANTEE BOND FOR BEARINGS

The agreement made this ----- day of-----Two Thousand Eighteen between M/s----- (hereinafter called the Guarantor of the one part) and the Managing Director, Dedicated Freight Corridor Corporation of India Ltd. Acting through CGM/ GM Co-ord DFCCIL (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 RFO 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.

3.

(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)

Earnest Money (Bid Security)/ Security Deposit

Bank Guarantee Bond from any scheduled commercial bank of India

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

.....**Bank's Name, and Address of Issuing Branch or Office**.....

Beneficiary: Dedicated Freight Corridor Corporation of India Limited.

Date:.....

Bank Guarantee Bond No.:

Date:-----

Chief General Manager/Mumbai/North, 7th Floor, New Administration Building, D. N. Road, Mumbai 400 001, Dedicated Freight Corridor Corporation of India Limited (herein called "**the Employer**") having invited the bid for "**Supplying monsoon reserve material for monsoon season for embankments protection work in emergency under CGM/MUM/North unit of Western Dedicated Freight Corridor**" through Notice inviting tender (NIT) No. MUM_N_EN_MONSOON_REERVE_MATERIALS, We have been informed that **[Insert name of the Bidder]**----- (hereinafter called "**the Bidder**") intends to submit its bid (hereinafter called "**the Bid**").

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of **[Insert required Value of Earnest Money (Bid Security)/ Security Deposit]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at anytime.

6. This guarantee will remain valid and effective from.....*[insert date of issue]* till*[insert date, which should be minimum (90 days beyond the expiry of validity of Bid/ 60 days beyond the Maintenance period)]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security/Maintenance period plus 60 days.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	UBIN0546836
IFSC TYPE	BRANCH
BANK NAME	UNION BANK OF INDIA
BRANCH NAME	MOTI BAGH I BRANCH
CITY NAME	NEW DELHI
ADDRESS	MOTI BAGH I BRANCH, NEW DELHI
DISTRICT	DELHI
STATE	DELHI
BG ENABLED	YES

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal
Seal

Bank's

*[P/Attorney]*No.

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

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

Dedicated Freight Corridor Corporation of India Ltd.
(Without Prejudice)

To

M/s
.....

Dear Sir,

Contract Agreement No.

In connection with

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

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

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

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

Kindly acknowledge receipt.

Yours faithfully

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

(Reference Clause 40(A)
Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED
Dedicated Freight Corridor Corporation of India Ltd.
(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No.
In connection with

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

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

Or,

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

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

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

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

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs....., over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

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

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

Kindly acknowledge receipt.

Yours faithfully

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

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

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. Total Number of Arbitration/DAB/Conciliation Cases presently involved as Arbitrator/DAB Member/Conciliator:
5. Total Number of Arbitration/DAB/Conciliation Cases in which acting as Contractor's (one of the Party to the present dispute) nominee Arbitrator/DAB Member/Conciliator:
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

****** END OF TECHNICAL BID ******