

# भारतीय कंटेनर निगम लिमिटेड

(भारत सरकार का उपक्रम)

***Container Corporation of India Ltd.***  
***(A Govt. of India Undertaking)***

**TENDER NO: CON/EP/Turbhe/M-10/T-I/2009**

**TECHNO COMMERCIAL BID**

**VOLUME-I**

**FOR**

**Construction of M-10 concrete & RCC  
kerbing at DCT Turbhe.**

**Container Corporation of India Ltd.**

C-3, Mathura Road, Opposite Apollo Hospital,

New Delhi - 110076

**भारतीय कंटेनर निगम लिमिटेड**

C-3, मथुरा रोड, अपोलो अस्पताल के सामने

नई दिल्ली - 110076

**Container Corporation of India Ltd.,  
C-3, Mathura Road, Opposite  
Apollo Hospital, New Delhi:-110 076.**

1. Sealed tenders in two bid system is invited for the below mentioned works from established, experienced and reliable firms / contractors / joint venture / consortium firms registered or have worked with Railway/CPWD/MES/PWD/ Other Government organizations:
2. Tender document can be purchased from the office of the Group General Manager (Engg.), at above mentioned address between 11.00 to 16.00 hrs. on all working days. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of GGM (Engg.), as per date & time mentioned below & shall be opened in presence of the tenderers or their authorized representative.

Tender No.	CON/EP/Turbhe/M-10/T-I/2009	CON/EP/Turbhe/M-50/T-II/2009
Name of Work	Construction of M-10 concrete & RCC kerbing at DCT Turbhe.	Manufacturing, supplying & laying precast M-50 grade Cement Concrete blocks at DCT Turbhe.
Estimated Cost	Rs.236.82 lakhs	Rs.178.78 lakhs
Completion Period	5 (Five) months	5 (Five) months
Earnest Money Deposit	Rs.2,37,000/-*	Rs.1,79,000/-*
Cost of Tender Document	Rs.2000/- (If by post Rs. 2300/-)*	Rs. 2000/- (If by post Rs.2300/-)*
Date of sale of tender	18.06.2009 to 10.07.2009	26.06.2009 to 17.07.2009
Date & time of submission of tender	13.07.2009 upto 14.30 hrs	20.07.2009 upto 14.30 hrs
Date & time of opening of tender	13.07.2009 at 15.00 hrs	20.07.2009 at 15.00 hrs
Minimum Average annual turn over during last three financial years [i.e. year 2006-07, 2007-08 (audited) and 2008-09 (audited/unaudited)].	<b>Rs.379.00 lakhs</b> (The information shall be supported by Chartered Accountant's Certificate & balance sheets)	<b>Rs.286.00 lakhs</b> (The information shall be supported by Chartered Accountant's Certificate & balance sheets)
Experience with respect to similar nature of work executed during previous 36 months from the tender opening date	Minimum amount of Single completed work of cement concrete pavement costing not less than <b>Rs.158.00 lakhs</b> or works of the similar nature as above totaling to <b>Rs.237.00 lakhs</b> , completed during previous 36 months from the tender opening date.	Minimum amount of single completed work of manufacturing, supplying & laying heavy duty CC blocks (M-40 & above) costing not less than <b>Rs.119.00 lakhs</b> or works of the similar nature as above totaling to <b>Rs.179.00 lakhs</b> during previous 36 months from the tender opening date.

**\*Demand draft in favour of Container Corporation of India Ltd. Payable at Delhi.**

3. This tender notice & its bidding document can be also be downloaded from the website of CONCOR i.e. [www.concorindia.com](http://www.concorindia.com). However, the intending bidders who use Bidding Documents downloaded from the website should submit the document sale price of Rs.2000/- by way of Demand Draft in favour of "Container Corporation of India Ltd.," payable at New Delhi at the time of submission of bid.
4. Any downloading from the website at the sole risk & responsibility of the user. CONCOR will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.
5. Any clarification on the content of NIT/tender document can be referred to undersigned by making a written requested within 7 days of start date of sale of tender. Effort will be made to issue clarification in this connection in writing in next 7 days by CONCOR.
6. Corrigendum/Addendum to this tender if any will be uploaded in website mentioned in (3) above. This may kindly be noted by bidders/prospective bidders.
7. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

**Group General Manager(Engg.)**

**Container Corporation of India Ltd.,  
C-3 Mathura Road, Opposite Apollo Hospital,  
New Delhi- 110 076.**

**CONCOR invites tender in two bid system for the following works:-**

Tender No.	<b>CON/EP/Turbhe/M-10/T-I/2009</b>	<b>CON/EP/Turbhe/M-50/T-II/2009</b>
Name of Work	Construction of M-10 concrete & RCC kerbing at DCT Turbhe.	Manufacturing, supplying & laying precast M-50 grade Cement Concrete blocks at DCT Turbhe.
Estimated Cost	Rs.236.82 lakhs	Rs.178.78 lakhs
Completion Period	5 (Five) months	5 (Five) months
Earnest Money Deposit	Rs.2,37,000/-	Rs.1,79,000/-
Cost of Tender Document	Rs.2000/- (If by post Rs. 2300/-)	Rs. 2000/- (If by post Rs.2300/-)
Date of sale of tender	18.06.2009 to 10.07.2009	26.06.2009 to 17.07.2009
Date & time of submission of tender	13.07.2009 upto 14.30 hrs	20.07.2009 upto 14.30 hrs
Date & time of opening of tender	13.07.2009 at 15.00 hrs	20.07.2009 at 15.00 hrs

For Minimum Average Annual Turnover for last three financial years & experience with respect to similar nature of work as Eligibility criteria and other details please log on to [www.concorindia.com](http://www.concorindia.com) or contract the undersigned.

**Group General Manager(Engg.)**

**CONCOR**

**Name of Work: Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

**Volume- I - TECHNICAL BID**

Section I - TENDER LETTER

Section II - INSTRUCTIONS TO TENDERERS

Section III - SPECIAL CONDITIONS OF CONTRACT

Section IV - ADDENDUM/CORRIGENDUM & ERRATA TO GCC  
NORTHERN RAILWAY

Section V - NORTHERN RAILWAY ENGINEERING DEPARTMENT  
GENERAL CONDITIONS OF CONTRACT (ENGLISH & HINDI  
VERSION)

Section VI - TECHNICAL SPECIFICATIONS

Section VII - APPENDIX SHOWING IMPORTANT SCHEDULES

Section VIII - TENDER DRAWINGS

**Volume- II - FINANCIAL BID**

CONTAINER CORPORATION OF INDIA LTD.  
C-3, Mathura Road, Opposite Appollo Hospital,  
New Delhi 110076.

**SECTION – I**  
**(TENDER LETTER)**

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**TENDER LETTER**

To

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**Name of Work: Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

Dear Sir,

1.0 Enclosed please find herewith a complete set of tender document for work mentioned above.

**Volume -I TECHNICAL BID**

Section-I	-	Tender Letter
Section-II	-	Instructions to Tenderers
Section-III	-	Addendum/Corrigendum and Errata to General Conditions of contract of N. Rly
Section-IV	-	General Conditions of Contract
Section-V	-	Special Conditions of Contract
Section-VI	-	Technical Specifications
Section-VII	-	Appendix showing important schedule
Section- VIII	-	Tender Drawings

**PART-II - FINANCIAL BID (BILL OF QUANTITIES)**

Your offer in sealed cover is invited as per time, date and other instructions indicated below. You are requested to peruse the instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials.

2. The bid is to be submitted in two sealed envelopes each duly superscribed with Name of Work and Tender No. **CON/EP/Turbhe/M-10/T-I/2009**. Techno Commercial Bid (Volume-I) and Tender no. **CON/EP/Turbhe/M-10/T-I/2009**, Financial Bid (Volume-II). 1<sup>st</sup> packet shall contain the EMD and the technical bid along with prequalification documents in requisite form and the 2<sup>nd</sup> packet shall contain the financial bid only.

Both the envelopes should be again sealed in another envelope duly superscribed with Name of the Work and Tender No. **CON/EP/Turbhe/M-10/T-I/2009**.

**2.1 VOLUME – I, TECHNICAL BID.**

This envelope will be clearly superscribed with Name of Work, Tender No. **CON/EP/Turbhe/M-10/T-I/2009**, Techno Commercial Bid (Volume-I) and shall contain the following:

- i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
- ii) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer

Signature of Tenderer with seal

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Signature of Accepting Authority

- iii) Earnest money of **Rs. 2,37,000/- (Rupees Two lakhs thirty seven thousand only)** in proper form as mentioned in para 3 of the instructions to tenderers, Section-II.
- iv) Latest and valid PF Registration (Photocopy) duly attested by a Gazetted officer.
- v) Photocopy of latest Sale Tax return and Sale Tax registration certificate.
- vi) Photocopy of latest Income Tax return alongwith pan card.
- vii) A BAR CHART indicating various milestones and their date of completion vis-à-vis deployment of resources. Here it may be noted that the completion period for the work is **05 (Five)** months including mobilisation period from the date of issue of LOI.
- viii) Document in support of financial stability e.g. Balance sheets with profit and loss account for the last three financial years, present capital (authorised, issued and paid up), financial arrangement proposed viz., own resources/bank credit etc., current assets, current liabilities, working capital and net worth, banker certificate regarding solvency, etc. (Note: - give full details for each).
- ix) Attested copies of valid Certificates of registration with the State Government, Central Government, Public Sector Undertakings or proof of having executed work for them.

The information regarding successful completion of Single completed work of cement concrete pavement costing not less than **Rs.158.00 lakhs** or works of the similar nature as above totaling to **Rs.237.00 lakhs**, completed during previous 36 months from the tender opening date.. Proof of completion of such projects to be submitted by tenderer along with the following information in a separate booklet.

- a) Name of work with brief scope
- b) Name of the firm.
- c) As per LOI

Value of work in lacs.  
 Period of completion in months.  
 Date of completion month and year.

On completion:  
 Value of work in lacs.  
 Actual period of completion reckoned from the date of LOI to the date of completion.  
 Actual date of completion.  
 Reasons for extension if any:-

- d) Certificates of satisfactory completion  
 For each project separate sheet should be attached.

Only that value of the work should be indicated which has been executed by the tenderer.

- x) List of plant, equipment and machinery owned by the tenderer. The tenderers are required to confirm availability (either owned or leased) of the critical equipment proposed to be deployed for this work. If leased equipment are proposed to be deployed then confirmation from source/owner of the equipment regarding availability of equipment should be furnished.
- xi) The tenderer should submit a latest valid solvency certificate from a scheduled bank.
- xii) List of permanent technical personnel employed by the tenderer, in the following proforma:
  - Name of employees
  - Their qualifications
  - Designations of personnel
  - Employment period with details
- xiii) Any other information which the contractor may like to submit in support of his capabilities, etc.
- xiv) General conditions of contract along with addendum / corrigendum and Errata duly read and signed on all pages.

- xv) Special conditions of contract duly read and signed on all pages.
- xvi) Instructions to tenderers read and signed on all pages.
- xvii) Letter of submission of tender.
- xviii) Technical specification read and signed on all pages
- xix) Drawings issued along with tender document, read and signed on all pages.

## **VOLUME – II (Financial Bid)**

**3.0** This envelope, duly sealed, will be clearly superscribed in bold letters with Name of Work, Tender No. as per NIT Financial Bid (Volume-II) and shall contain the following:

- i) Bill of quantities with rates & amounts duly filled in words and figures. Total cost of bid should also be indicated in words and figures duly signed.
- ii) Analysis of rates for Non-Schedule Items, if any.

## **4.0 General**

4.1 All correspondence in connection with Tenders shall be addressed to Group General Manager (Engg.), Container Corporation of India Ltd., 3<sup>rd</sup> Floor, C-3, Mathura Road, Opposite Hospital, New Delhi – 110 076.

4.2 The Tender No. as given in NIT and Volume –I for Techno Commercial & Volume – II for Financial bid and the subject must appear on all correspondence and documents.

4.2.1 The tender shall be on sale from **18.06.2009 to 10.07.2009** on all working days from **11:00 to 16:00 hrs.**

Completed tender documents must be submitted on or before **14.30 hrs. of 13.07.2009** in the office of Group General Manager (Engg.), Container Corporation of India Ltd., C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076.

4.3 Volume –I (Techno Commercial Bid) will be opened at **15:00 hours** on the same day in presence of tenderers or their authorised representatives who are desirous of being present at the opening.

4.4 In case **13.07.2009** is declared a public holiday the tenders will be received and opened at the same time on the next working day.

5. The Engineers/Consultants to M/s. Container Corporation of India Ltd., in respect of the project will be nominated by CONCOR later on. All action taken by the Engineers/Consultants shall be for and on behalf of M/s. Container Corporation of India Ltd.

6. Period of completion of the entire work is **05 (Five) months** from the date of issue of letter of intent.

7. The above civil work of construction shall be governed by
- a) Northern Railway General Conditions of Contract, corrected upto date and Special Conditions of Contract.  
Hindi version of G.C.C. is also appended along with the tender. In case of discrepancies, English version of G.C.C. will be final.
  - b) Standard specification for materials and works of Northern Railway latest edition / CPWD specifications 1996 latest edition including correction slips upto date together with Technical specifications for civil works.
  - c) Standard schedule of rates for engineering deptt. of concerned Railway, & DSR 2007 with all correction slips upto date.
  - d) Authorised plans and drawings as approved by CONCOR / Engineer for this work from time to time.
  - e) Notice Inviting tender and instruction to tenderers thereof, Technical specifications, additional technical specifications, etc., as per documents enclosed.
  - f) MOST (Ministry of surface transportation) standard specification latest edition with upto date correction slips for roads and pavement work.
8. Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and submit their tender duly sealed.
9. No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected
10. Container Corporation of India Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
11. Time is the essence of the contract and the work is to be completed as per the time of completion including stage completion as stipulated in the Special Conditions of Contract.
12. Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in “Annexure – A”.

IT IS BROUGHT TO THE NOTICE OF TENDERERS THAT THEIR TENDER WILL NOT BE CONSIDERED, IF THEY FAIL TO FULFILL THE MINIMUM ELIGIBILITY AS INDICATED IN ANNEXURE “A”

Yours Faithfully,

**GROUP GENERAL MANAGER (Engg.)**  
**Container Corporation of India Ltd.**  
3<sup>rd</sup>. Floor, C-3, Mathura Road,  
Opposite Appollo Hospital,  
New Delhi – 110 076

**Name of Work: Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

**MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS**

01. EMD of **Rs. 2,37,000/- (Rupees Two lakhs thirty seven thousand only)** in favour of “Container Corporation of India Ltd” in the form of Demand Draft.
02. Average annual turnover during the last three financial years should not be less than **Rs.379.00 lakhs (Rupees Three hundred and seventy nine lakhs only)**. The information shall be supported by Chartered Accountant’s certificate & balance sheet.
03. Minimum amount of Single completed work of cement concrete pavement costing not less than **Rs.158.00 lakhs** or works of the similar nature as above totaling to **Rs.237.00 lakhs**, completed during previous 36 months from the tender opening date..

**NOTE:**

Tenderers will please note that those tenderers, who do not fulfill the above requirements, their tenders will be rejected.

**SECTION – II**

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**(INSTRUCTIONS TO TENDERERS)**

**INSTRUCTIONS TO TENDERERS**

- 1.0 Sealed tenders are invited **Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**
- 1.1 **Bidders desirous to submit their bids through downloaded document have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. In case of any discrepancies between the downloaded version and the original version of bid document on sale/put the website, the latter shall prevail.**
- 1.2 **As per the Building and other Construction Workers Welfare Cess Act 1996, the Cess if applicable will be recovered from the bills of the contractor at the prescribed rate.**
2. Tender documents consisting of additional specifications, additional conditions of contract, schedule of quantities of work to be done etc, can be purchased from the office of the Group General Manager (Engg.), Container Corporation of India Ltd., C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076 from **11:00 hrs to 16:00 hrs** on any working day from **18.06.2009 to 10.07.2009** except on Saturday, Sunday and Public Holidays, on payment of Rs.2000/- (Rupees two thousand only) in the form of Crossed demand draft drawn in favour of Container Corporation of India, payable at New Delhi. In case tender forms are requested by post an additional charges of Rs.300/- (Three hundred only) in the form of Crossed Demand Draft in favour of Container Corporation of India, payable at New Delhi.
3. Earnest Money amounting to **Rs. 2,37,000/- (Rupees Two lakhs thirty seven thousand only)** in the form of crossed demand draft from any scheduled Bank in favour of Container Corporation of India Ltd. Payable at New Delhi must accompany the tender in sealed cover. Without the prescribed earnest money, the tender shall be summarily rejected. Tender is to be submitted in a sealed cover superscribed along with name of work, & the Tender No. **CON/EP/Turbhe/M-10/T-I/2009.**

**Note**

- i) Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances be entertained. Tenders submitted with earnest money in forms of cheque, Government Securities or in any form other than those specified above shall not be considered.
- ii) No interest shall be allowed on the Earnest Money.
- 4.0 Earnest money deposited with previous tender/tenders submitted to Container Corporation of India Ltd., (CONCOR) may be considered for adjustment against the present tender if so desired by the tenderer/s only when the previous tender has been finalised and the earnest money deposited has actually become refundable without any attachment and there is no change in the constitution of the parties seeking adjustment. A no objection from CONCOR will be attached with the tender documents in such a case in original, without which such a request will not be considered.
- 4.1 The successful tenderer/s shall be required to execute an agreement with CONCOR for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement will be borne by contractor.
- 4.2 The contract operations and proceeding in connection with the works at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulation for the time being in force and the contractors shall further observe and comply with the by laws and regulations of the Government of India and State Government and of Municipal and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as carried out by the contractor/s and shall give all notices required by such

by-laws and regulations. The hospital and medical regulations in force for the time being shall also be complied with by the contractor/ contractors and his workmen.

- 4.3 The contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State Government concerned as amended from time to time.
- 4.4 The contractor shall at all times keep the CONCOR Administration indemnified against all penalties that may be imposed by the Government of India or State Government for infringement of any other clauses of the mines act and rules made there under in respect of the quarries from which the ballast for these works is procured.
- 4.5 The tenderer's offer shall be valid for **180 days** from the date of submission of the offer and the tenderer shall extend the offer as desired by CONCOR in case the tender is not finalised by the time the validity expires.
- 4.6 The Tenderer/s shall not increase his/their rate in case CONCOR negotiates for reduction of rates Such negotiations shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the tenderer/s.
- 4.7 The tenderer/s shall submit an analysis of rates if called upon to do so.
- 4.8 Earnest money of the unqualified bidders shall be released after finalisation of Technical bid and EMD of qualified unsuccessful bidder will be refunded after the finalisation of contract. The bidder is advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction if found necessary.
- 5.0 **Conditions of Contract and Specifications**
- 5.1 Works will be carried out according to the Northern Railway's General Conditions of contract, & CPWD Specifications with upto date correction slips along with special conditions of contract, technical specifications issued with this tender document. For roads and pavements, Earthwork, MOST specification shall be followed. If, however, any particular item or issue is not covered by these specifications and special specifications, then the work shall be carried out in accordance to relevant BIS (ISI) Codes and Code of practice.  
The following publications can be obtained from the office of the Chief Engineer, of concerned Railways.
- i) Northern Railways General Conditions of Contract and regulation's and instruction's to Tenderers.
  - ii) Western/ Northern Railway Standard Specifications for materials and works.
  - iii) Western/Central Railway Schedule of Rates.  
The following publications can be obtained from Secretary, Indian Road Congress, Jam Nagar House, New Delhi.
  - iv) Most Standard Specification (4<sup>th</sup> revised edition 2007) for Road and bridge work; along with upto date correction slips for roads and pavements.
  - v) CPWD Specification –1996, with up to date correction slips can be obtained from CPWD office, Nirman Bhawan, New Delhi.
- 5.2 Correction slips issued upto the date of N.I.T. will be operative to the publications mentioned below:
- i) CPWD Specification –1996, Delhi Schedule of rates-2007 of CPWD.
  - ii) Northern Railway General Conditions of Contract, Regulations and Instructions to Tenderers.
  - iii) Western/Southern/Central /Northern Railway Standard Specifications for materials and works.
  - iv) Western/Southern/Central Railway schedule of rates.
  - v) Specifications for Road and Bridge work forth revision 2001 (MOST) specification.

- 5.3 The tender documents referred to in clause 5.1 the works under this contract. Where there is any conflict between Instructions to Tenderers, Special Conditions, technical specifications, of the contract, enclosed with this tender documents & the Northern Railway General Conditions of Contract, Central Public work department Delhi schedule of rate and the drawings Standard Specifications, the Central Railway Standard Schedule of Rates and the drawings issued, the former shall prevail.
- 5.4 The tenderer should note that the publication mentioned in para 5.1 have been prepared for use by Railway. For the use of these publications by CONCOR the designation mentioned therein will deem to have been modified for use by CONCOR as follows. The word "Railway" will be read as CONCOR. The word 'General Manager' will be read as "Director (P&S) / MD".
6. Time is the essence of the contract. In order to complete the work within the scheduled time, the tenderer is required to submit a PERT/BAR CHART for major mile stones for various activities indicating the time required for the same. Offer accompanied without CPM/BAR CHART is liable to be rejected.
7. The tenderer should quote in figures as well as in words, the rates and amount tendered by them. The total amount for each item should be worked out and given against each item. In case of discrepancy in rates & amount, the rates will prevail and in case of rates in figures & words, the rates in words will prevail. Tenderers may note that non compliance of above may lead to rejection of their tender.
- 7.1 Where percentage rate is asked for, tenderer should write percentage in figures as well as in words and when there is ambiguity between words and figures, words will prevail. Tenderers may note that non compliance of above may lead to rejection of their tender.
8. Tenders completed as per instructions will be received by the Office of Group General Manager (Engg.) Container Corporation of India Limited, C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076 upto **14.30 hrs.** on **13.07.2009** and will be opened on the same day at **15.00 hrs.** in the presence of tenderers or their authorised representative who may wish to be present. Only one representative of each tenderer who has submitted the tender will be allowed.
9. The tenderer shall visit the site and acquaint himself fully of the site conditions before quoting the rates. No claim arising out of ignorance of site conditions shall be entertained. The contractor will have to follow the extent procedure inforce for movement of labour, material, vehicles etc. both for inward and outward. Nothing extra will be paid for it.
- 10.0 The acceptance of a tender will rest with the competent authority who does not bind himself to accept the lowest tender, and reserves to himself, the authority to reject any or all of the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect, are liable to be rejected. CONCOR also reserve the right of accepting the whole or any part of tender and tenderer shall be bound to perform the same at the rates quoted. CONCOR also reserve the right for not to invite tender for any work, or to invite open or limited tender.
- 10.1 Tenders containing any condition leading to unknown/indefinite liabilities shall be summarily rejected. If at all any rebate/rebates is/are offered the tenderer shall first quote his rates strictly on the terms and conditions stipulated in the tender document and then show separately any rebates(s) offered specifying the reasons/conditions for such rebate(s), failure to follow this procedure will render the tender liable to rejection.
- 10.2 Canvassing in connection with tender is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

- 11.0 All rates shall be quoted only on the proper form of the tender and each page of schedule of rates shall be signed. Any cutting or over-writing in schedule of rates shall be initialed. The total number of cuttings on each page must be mentioned in the bottom of each page.
- 11.1 While quoting the rates in the schedule of quantities the word "only" should be written closely, following the amount and it should not be written in the next line.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge/ Engineer shall be communicated to the Engineer-in-Charge.
- 12.1 CONCOR does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or part of tender and tenderer shall be bound to perform the same at the rates quoted.
- 13.0 Works Contract Tax, Sales Tax/VAT, Service tax, Building & other construction workers cess or any other tax, levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect. This should be included in the rates quoted by contractor.
- 14.0 Under Section 194-C of the Income Tax Act, 1961, a deduction for income tax along with surcharge as applicable will be made from sums paid on account and final payments for carrying out the work under this contract.
15. Tenders for works shall remain open for acceptance for a period of **180 days** from the date of opening of tenders. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws his tender before the expiry of the said period or makes any modifications in the terms and conditions of the tender which are not acceptable, then **CONTAINER CORPORATION OF INDIA LTD.**, without prejudice to any other right or remedy shall be at liberty to forfeit his earnest money.
- The contractor shall submit list of works with value which have been executed by him in the last three years period and which are in hand at present. The contractor should also indicate date of start and date of completion for completed work.
- 15.1 The tenderer shall enclose the CA certificate in respect of average annual turnover, balance sheets of last three financial years, similar nature works completion certificate and work orders, ST/VAT Registration, list of personnel, list of tools, plants and machinery which he proposes to deploy for the work under consideration and what he has with him, with documentary proof, along with tender.
- 16 If the tender is made by proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 16.(a). If the application is made by a firm in partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the power of attorney for the firm by signing the applications in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of the firm and the full names, and current addresses of all the partners of the firm shall also accompany the application.

- 16.(b). If the application is made by a limited company or a limited corporation, it shall be signed by a duly authorised person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 16.(c). If the application is made by a joint venture of two or more firms, it shall be signed by their authorised representatives and accompanied by a legal document signed by all parties to the joint venture/consortium confirming therein a clear and definite manner the proposed administrative arrangements for the management and execution of the contract, the delineation of duties, responsibilities and scope of work to be undertaken by each party, the authorised undertaking that the several parties are jointly and severally liable to the Employer for the performance of the contract.
17. The successful tenderer shall be required to execute an agreement with CONCOR in prescribed proforma within 30 days of notice being given in this regard.

## 18.0 MEANING OF TERMS

- 18.1 In these Regulations for Tenders and Contracts various terms shall have the meaning as defined in the standard Conditions of Contract. Words importing the singular number shall also include the plurals and vice-versa where the context requires.

These Regulations for Tenders and Contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modification additions or supercession by special conditions of contract and/or Technical specifications if any, to the Tender Forms.

19. A contractor should furnish particulars regarding :-
- a) His knowledge from actual personal investigation of the actual site condition and resources of the zones in which he offers to work.
  - b) His ability to supervise the work personally or by competent and duly authorised agents.
20. Should a Tenderer find discrepancies, or omissions in the drawings or any of the Tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written intimation to all Tenderers. It should be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
21. The tenderer shall be required to keep the offer open till such date as might be specified in the tender. 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 the 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 CONCOR. Should the Tenderer fail to observe or comply with the said stipulations, the earnest money amount shall be liable to be forfeited to CONTAINER CORPORATION OF INDIA LTD.

22. If the tender is accepted earnest money will be retained as part of the security for the due and faithful fulfillment of the contract in terms of clause 16 of the general conditions of contract. The earnest money of other tenderers shall, save as herein before provided, be returned to them, but Container Corporation of India Ltd. shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay any interest thereon.
23. The CONCOR will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm and subsequent to the execution of the contract. It may, however, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which, will be chargeable to the Contractor.
24. The tenderer whose tender is accepted shall be required to appear at the office of CONCOR in person, or through a duly authorised representative and to execute the contract documents/agreement within 30 days after receipt of the notice that the contract has been awarded to him/them. Failure to do so shall constitute a breach of agreement effected by the acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Container Corporation of India Ltd. as Liquidated damage.
25. In the event of any Tenderer whose tender is accepted shall refuse to execute the contract documents, the CONCOR may determine that such Tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be null and void and the **CONTAINER CORPORATION OF INDIA LTD.** shall be entitled to forfeit the full earnest money as liquidated damages for such default.
26. Specification for materials and works of Central/Western/Southern/Northern Railway can be had from the office of the Chief Engineer, concerned Railways on cash payment. It can be seen in the office of Group General Manager (Engg.), C-3, Mathura Road, Opposite Appollo Hospital, New Delhi-76.
- 26.1 Tenders containing erasures, alternations and overwritten of the tender documents are liable to be rejected. Any corrections made by Tenderer/Tenderers in his/their entries must be attested by him/them and should be clearly legible.
27. If the Tenderer/Tenderers deliberately gives/give wrong information or conceals some facts in his/their tender or creates/create circumstances for the acceptance of his/their tender fraudulently, the CONCOR reserve the right to reject such tender at any stage.
- 27.1 If a Tenderer expires after the submission of his tender or after the acceptance of his tender the CONCOR shall deem such tender as canceled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the CONCOR shall deem such tender as cancelled, unless the firm retains its character. However in such cases the amount of earnest money will be refunded to the legal heir on production of successor certificate.
28. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in any Department of the Government of India is allowed to work as a contractor for a period of two years immediately after his retirement from Government service without the prior permission of the Government of India. This Contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 28.1 Should a Tenderer or Contractor have a relative employed in Managerial capacity in CONCOR or in the case of partnership firm or company incorporated under the Indian Company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the CONCOR, the authority inviting tender shall be informed of the fact at the time of submission of

tenders, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in clause 61 of the General Conditions of Contract.

28.2 Proforma to be filled in and signed by the Tenderer and submitted along with the tender is given below. Portions not applicable may be deleted.

i) The undersigned :-

a) is a retired officer holding prior to retirement a post in CONCOR/Govt. of India/State Government.

b) is a partnership firm having as one of its partners person as aforesaid.

c) is an incorporated company having any such retired officer/Engineer/Manager.

d) has no such retired Engineer or retired manager associated with it as stated above.

ii) If falling under any of the above categories (a) to (c), particulars of the officer may be furnished here under :-

(1) Post held before retirement \_\_\_\_\_

(2) Date of retirement \_\_\_\_\_

(3) If not retired at least two years prior to date of submission of tender, state whether permission for taking such employment has been obtained from the officer duly authorised in this behalf  
\_\_\_\_\_

iii) If the Tenderer or in case of a firm or Company, any of the shareholders has a relative or relatives employed in managerial capacity in the CONCOR, particulars of such relative in the CONCOR may be furnished here under- \_\_\_\_\_

**1. NAME**

**2. DESIGNATION**

**3. RELATIONSHIP**

**PLACE :**

**DATED :**

**SIGNATURE OF TENDERER**

**LETTER OF SUBMISSION OF TENDER**

From :

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To :

M/s Container Corporation of India Ltd.,  
C-3, Mathura Road, Opposite Appollo Hospital,  
New Delhi 110076

**Name of Work: Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

Dear Sirs,

Having examined the Tender Documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, Drawings, Time Schedule, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, relative to the work tendered for in connection with Projects, and having conducted a thorough study of the job, site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability of land for right of way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay penalty to the CONCOR as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract with all correction slips upto date and amendments, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works and according to the specifications for materials and works of the Northern Railway/MOST/Special conditions. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within 30 days after notice that the contract has been awarded to me/us and to commence the work within seven days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amounting to **Rs.2,37,000/-** only lodged with the CONTAINER CORPORATION OF INDIA LTD.

I/We also undertake to carry out the work in accordance with the said plan specifications and tender documents as stated in the above para and to bind and provide such of the materials (other than those to be supplied by the CONCOR), and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contracts.

I/We have annexed to this tender all document contained in a cover superscribed with Tender No. **CON/EP/Turbhe/M-10/T-I/2009** and all the documents listed under para 3 of Section - 1 including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling CONCOR to avoid any resultant contract.

I/We confirm having deposited earnest money of Rs. \_\_\_\_\_ (Strike off whichever is not applicable.)

a) By demand draft/ No. \_\_\_\_\_ Dated: \_\_\_\_\_ drawn on Container Corporation of India Ltd.,  
Bank \_\_\_\_\_ Branch \_\_\_\_\_ attached hereto.

**SIGNATURE (S) OF THE TENDERER WITH STAMP**

**Name & Designation of authorised person (s)  
Signing the tender on behalf of the tenderer (s)  
(Power of attorney to be also enclosed)**

## AGREEMENT FOR WORKS

### Agreement No.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and Nine between CONTAINER CORPORATION OF INDIA LIMITED, (CONCOR) Govt. of India Undertaking and a Company registered under Indian Companies act, 1956 having its registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi 110076 (which expression shall mean and include its successor or successors in office and assigns) representing through Managing Director, CONCOR Ltd., hereinafter called "The Company" on the one part and M/s. \_\_\_\_\_ hereinafter called the "Contractor" (which expression shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works drawings and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the terms CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contractor for **Construction of M-10 concrete & RCC kerbing at DCT Turbhe.** The provision and the execution of the said work at the rates stated in the schedule of quantities of work (hereinafter called the "Schedule of Rates") which is annexed. The contracted value works out to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

### NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work on or before the dates mentioned in the said conditions attached to the tender documents and shall maintain the same at his own cost for a period of **Twelve months** thereafter, perform all other acts to be implied there from or may be reasonably necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.
2. In consideration of the due provision, execution, and completion of the said works the Company does hereby, agree with the contractor that the Company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.
3. The Earnest money of **Rs.2,37,000/- (Rupees Two lakhs thirty seven thousand only)** deposited by you will be treated as initial Security deposit and balance @ 10% will be recovered from running account bills till the total security amount becomes \_\_\_\_\_.

4. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Company the sum as may be due to the Company for the service, if any rendered by the Company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the Company's equipment materials, plant and machinery liquidated damages, if any, as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF.....**

**IN THE PRESENCE OF**

**WITNESS :**

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

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

**SIGNED AND DELIVERED FOR AND ON BEHALF OF CONCOR.**

**IN THE PRESENCE OF**

**WITNESS :**

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

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

**ANNEXURE III**

**A PROFORMA OF BANK GUARANTEE**

**(ON NON-JUDICIAL PAPER OR APPROPRIATE VALUE)**

To

Container Corporation of India,  
C-3, Mathura Road, Opposite Appollo Hospital,  
New Delhi 110076

Dear Sir (s)

In consideration of the Container Corporation of India (hereinafter called "the CONCOR") having agreed to exempt M/s \_\_\_\_\_ hereinafter called the said Contractor(s)" from the demand, under the terms and conditions of an acceptance letter No. \_\_\_\_\_ made between the Managing Director, CONCOR, New Delhi and M/s \_\_\_\_\_ for civil works for \_\_\_\_\_ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Contractor(s) do hereby undertake to pay to the CONCOR an amount not exceeding Rs. \_\_\_\_\_ only) we \_\_\_\_\_ (hereinafter referred to as the bank) at the request of M/s \_\_\_\_\_ (Contractors) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ only against any loss or damage caused to or suffered or would be caused to or suffered by the CONCOR by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We, \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CONCOR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CONCOR by reason or breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) 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. \_\_\_\_\_ only.)

3. We, undertake to pay to the CONCOR any money so demanded notwithstanding any dispute or dispute raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

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

4. We, & \_\_\_\_\_ 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 CONCOR under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Managing Director CONCOR, New Delhi office/ Department) certified that the terms and conditions of the said agreement have fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, further agree with the CONCOR that the CONCOR shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the said contractor(s) and to forbear or enforce any of the terms and conditions relating to 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 forbearance, act or omission on the part of CONCOR or any indulgence by the CONCOR to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).

7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CONCOR in writing.

Notwithstanding anything contained herein above our liability under this guarantee shall :-

a) be limited to a sum or Rs. \_\_\_\_\_ only.)

b) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before \_\_\_\_\_

For \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

**FORM OF INDENTURE FOR SECURED ADVANCES**

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement/or the execution of a certain specified quantity of work in a given time, on non-judicial stamp page, or appropriate value, in the name of the contractor).

THIS INDENTURE MADE this \_\_\_\_\_day of \_\_\_\_\_2009, BETWEEN \_\_\_\_\_ (hereinafter called the “contractor” which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators and assigns) of the one part and Container Corporation of India (CONCOR), A Government of India undertaking having its office at C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076 hereinafter called the “company” on the other part.

WHEREAS by an agreement No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed to construct \_\_\_\_\_.

AND WHEREAS the contractor has applied to the “Company” that he be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of works, the subject of the said agreement, for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of material and labour and other charges) AND WHEREAS the company has agreed to advance to the contractor the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on the aforesaid security and has reserved to himself the option of making any further advance or advances on security of aforesaid quantities and other particulars of the materials on the security of which the advance or advances are made being detailed in running account bill for the said works signed from time to time by the contractor.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before the execution of these presents paid to contractor by the “Company” (the receipt whereof the contractor do hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the contractor both hereby covenant and agree with the company and declare as follows:-

1. That the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said running account bill which have been offered to and accepted by the company as security are absolutely the contractor’s own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the company against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said running account bill and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the works in accordance with the directions of the Engineer-in-charge of the works authorised by the company and in terms of the said agreement.
4. That the contractor shall make at his own cost all necessary adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid, the said materials shall remain at the site of the said works in the contractor’s custody and on his own responsibility and shall at all times be open to inspection by any officer authorised by the company. In the event of the said materials or any part thereof being stolen, destroyed or damaged the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Officer authorised by the company.
5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the officer authorised by the company.

Signature of Tenderer with seal

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Signature of Accepting Authority

6. That the advances shall be repayable in full when or before the contractor receives payment from the company of the price payable to him for the said works, under the terms and the provisions of the said agreement, provided that if any intermediate payments are made to the contractor on account of the work done, on the occasion of each such payment the company will be at liberty to make a recovery from the contractor's bill for such payment deducting therefrom the value of the said materials then actually used in the construction and in respect of which such recovery was not made previously, the value for the purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the company shall immediately on the happening of such default be repayable by the contractor to the company together with interest thereon at fifteen per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the company in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the company to repay and pay the same respectively to him accordingly.
8. That the contractor hereby charges all the said materials with the repayment to the "company" of the said sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only) and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein, if any, whenever the covenant for payment and repayment hereinafter contained shall become enforceable and the money owing shall not be paid in accordance therewith the company may at any time thereafter adopt all or any of the following courses as he may deem best:-
  - (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates hereby provided. If the balance is against the contractor he is to pay the same to the company on demand
  - (b) Remove and sell by public auction the seized materials or any part thereof and out of the money arising from the sale retain all the sums aforesaid repayable or payable to the company under presents and pay over the surplus (if any) to the contractor.
  - (c) Deduct all or any part of the money owing out of the security deposits or any sum due to the contractor under the said agreement.
9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
10. That in the event of any conflict between the provisions of these presents and the said agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the company whose decision shall be final and the provisions of the Indian Arbitration Act for the time being in force shall apply to any such reference.

IN WITNESS WHEREOF the said contractor and the company have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by

In the presence of witness:

i) Signature \_\_\_\_\_ Contractor \_\_\_\_\_

Signature of Tenderer with seal

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Signature of Accepting Authority

ii) Name \_\_\_\_\_

iii) Address \_\_\_\_\_

Signed by and delivered for and on behalf of CONCOR

Signature with official Seal

In the presence of witness

i) Signature \_\_\_\_\_

ii) Name \_\_\_\_\_

iii) Address \_\_\_\_\_

**FORM FOR ADVANCE MOBILISATION**

(BANK GUARANTEE)

**(On non-judicial stamp paper of appropriate value)**

To

The Group General Manager (Engg)  
 Container Corporation of India Ltd.  
 C-3, Mathura Road, Opposite Appollo Hospital,  
 New Delhi 110076

Name of the work \_\_\_\_\_.

1. In accordance with the provisions of the conditions of contract for release of Mobilisation Advance carrying simple interest @ 18% interest per annum on the above mentioned contract, M/s \_\_\_\_\_(contractor) shall deposit with Container Corporation of India Ltd, C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076, a bank guarantee to guarantee his proper and faithful performance under the relevant clause(s) of the contract for an amount of (Amount of Guarantee) Rs. \_\_\_\_\_.
2. We, (the bank) \_\_\_\_\_, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to CONCOR/New Delhi on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, the amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) in the event that the obligation expressed in the clauses of the above mentioned contract have not been fulfilled by the contractor giving the right of the claims to the Employer for recovery of the whole or part of the mobilisation advance from the contractor under the contract.
3. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CONCOR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CONCOR by reasons of breach by the said contractor/s of any of the terms or conditions contained in the said Agreement or by reasons of the contractor/s 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 his guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
4. We, undertake to pay to the CONCOR any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating there to, our liability under this present being absolute and unequivocal.

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

5. We, \_\_\_\_\_ further agree that the guarantee therein 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 CONCOR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CONCOR certifies that the terms and conditions of the said Agreement have been fully properly carried out by the said contractor(s) and accordingly discharges that guarantee. Unless a demand or claim under this guarantee is made on us, in writing or before the \_\_\_\_\_ we shall be discharged from the liability under this guarantee thereafter.
6. We, \_\_\_\_\_ further agree with the CONCOR that the CONCOR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CONCOR against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on the part of the CONCOR any indulgence by the CONCOR to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to change in the constitution of Bank of the contractor(s).

We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CONCOR in writing.

Notwithstanding anything contained therein above, our liability under this guarantee shall a) be limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

- (a) stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand is made upon us in writing on or before \_\_\_\_.

We further agree that no change or addition or other modification of the terms of the contract or of works to be performed thereunder or of any of the Contract documents which may be made between CONCOR and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of advance payments under the contract until CONCOR has received full repayment of the same amount from the contractor.

Yours truly,

Signature and Seal

Name of the Bank/Financial Institution

Address

Date:

INDEMNITY BOND

Name of the work (On non-judicial stamp paper of appropriate value)

Know all men by these presents that I/we \_\_\_\_\_

Name of Contractor with address \_\_\_\_\_

Do hereby execute Indemnity Bond on \_\_\_\_\_ day of \_\_\_\_\_ 2009 in favour of (I) Container Corporation of India Ltd., C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076 and

(II) .....appointed as the Engineers for the Project Management for and on behalf of CONCOR for the work of .....

.....

vide Tender No. ....

THIS DEED WITNESSETH AS FOLLOWS:

I/We \_\_\_\_\_ (Name of contractor) hereby do indemnify and save harmless CONCOR & .....having their office at C-3, Mathura Road, Opposite Appollo Hospital, New Delhi 110076 and ..... respectively from:

- (1) Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or by violation of any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.
(2) Any damage, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub contractor, if any, servants or agents.
(3) Any claims by an employee of mine/ours or of sub-contractor(s) if any, under the workman compensation act and employers' Liability act, 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract, work and/or arising out of and in the course of employment of any workman/employee.
(4) Any act or omission of mine/ours or sub-contractors if any. Our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE.....

HAS SET HIS/THEIR HANDS ON THIS DAY OF ..... 2009.

SIGNED AND DELIVERED BY THE

AFORESAID.....

IN THE PRESENCE OF WITNESS:

1. ....

2. ....

**JOINT VENTURE AGREEMENT**

This Joint Venture Agreement is made at -----on -----day of -----2009 between M/s. -----( Please indicate the status viz. Proprietor, firm, company) represented through its proprietor/partner or power of attorney holder on behalf of the firm/authorised representative of the company (hereinafter referred to as “ first party “and M/S----- (Please indicate the status viz. Proprietor, firm, company) represented through its proprietor/partners or power of attorney holder on behalf of the firm/authorised representative of the company (hereinafter referred to as the “second party”)

WHEREAS the First Party is engaged in the business of

-----.

AND WHEREAS the Second Party is engaged in the business have

-----.

AND WHEREAS both the parties are desirous of entering into a Joint Venture for carrying on the work of ----- in connection with the work of ----- (Please mention the work of the tender)

AND WHEREAS the First Party and the Second Party have agreed to -----.

NOW THIS DEED WITNESSTH AS UNDER:

1. That under this Joint Venture Agreement the work will be done jointly by the first party and second party in the name and style of M/S-----.
2. That M/S -----, the first party shall be lead partner . ( In case of Joint Venture is of two parties , then lead partner should meet 60% of the qualification criteria and in case of than two , then lead partner should meet not less than 40% of qualification criteria and other partner should meet not less than 30% of the qualification criteria .
3. That all the parties shall be liable jointly and severally for the satisfactory execution of the contract in all respects in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instructions for and on behalf of any and all the partners and parties and the entire execution of the contract including payments shall be done exclusively with the lead partners .
4. PROFIT SHARING:  
The Shares of both the parties in the net profit and losses of the Joint Venture shall be as follows:
  - a) First Party
  - b) Second Party

5. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH.

The proposed administrative arrangement, participation , scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under :

First Party:

Second Party:

(The above should also mention each partner's manufacturing / construction activities to be carried out by each partner.)

6. The turn over and experience of each party is as under:

First Party:

Second Party:

(Please specify how the lead partner and the other partner(s) fulfill the qualification criteria mentioned in Clause -----of-----and Note 2 hereinafter)

7. Subject to clause 5 , the parties shall depute their experienced staff as required for the works and plants, equipment's , machinery etc. as required for execution of works, will be deployed by each joint venture partners for execution of the contract.

8. That all the Bank Guarantees shall be furnished by the lead partner to this joint venture.

9. The Registered Office of the Joint Venture shall be at -----.

10. The Joint Venture shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books of accounts which shall ordinarily be kept at places of business and after Completion of above mentioned work all account shall be taken .

## 11. OPENING AND OPERATION OF BANK ACCOUNT

The Joint Venture shall open and maintain bank account(s) at -----.

The lead partner as mentioned in clause (2) above shall have the power to receive the payments on behalf of the joint venture and to give discharge on behalf of the joint venture .

IN WITNESS WHEREOF the Parties hereto have signed hereunder at -----on this -----day of-----

Party of First Part

Witness:

Party of Second Part

1)

2)

### **Note:**

1. The Joint Venture shall be signed by each member party to the Joint Venture so as to be legally binding on all parties. One of the party to the Joint Venture shall be nominated as the lead partner and his authorisation shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners of the Joint Venture Parties.
2. The figures of partners of Joint Venture shall be added together in proportion to their participation in the joint venture to determine the bidder's compliance with the minimum qualifying criteria . However , for a Joint Venture to qualify, each of its partners must meet atleast 40% of minimum criteria for an individual bidder, and the lead partner atleast 60% of those minimum criteria . Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The list of equipment / machinery to be deployed by each joint venture. Partner for execution of the contract be filed alongwith the tender documents.
4. Each partner of the Joint Venture shall submit a performance certificate.
5. The agreement for Joint Venture between the partners shall be engrossed on a requisite stamp paper and notarised/ registered as per the laws. The notarised copy of the documents in support of the above be also submitted along with the tender.

**SECTION – III**  

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**(SPECIAL CONDITIONS OF  
CONTRACT)**

**SPECIAL CONDITIONS OF CONTRACT**

**Tender for : Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

**PREAMBLE**

- a) Engineers to Container Corporation of India (CONCOR) for the above work will be notified later.
- b) The special conditions shall be read in conjunction with General Conditions of Contract and amendments/corrections thereto. Where the provision of special conditions are at variance with above mentioned documents, these special conditions shall prevail.
- c) Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of Contract to such extent only as have been explicitly been accepted by CONCOR.

**GROUP GENERAL MANAGER (ENGG.)  
CONCOR**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 Scope of work**

- 1.1 The scope of work includes **Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**
- 1.2 The contractor will be required to execute the work in stretches/areas which are made available to him and may or may not be in continuous stretches. Decision of Engineer shall be final in this regard and binding on the contractor. Contractor shall have no claim if the stretches/areas are not available for the construction/repair at the same time. Also no extra time shall be permitted on this account.
- 1.3 The contractor will be required to establish a field laboratory. Laboratory shall have facilities for testing CC blocks, aggregates, concrete, other materials etc. as per BIS/CPWD specifications.
- 1.4 The contractor shall procure all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before incorporation in the works. Cost of testing materials/works shall be borne by the contractor.
- 1.5 Before commencement of work, the contractor shall take levels and record them in prescribed record book before initially setting out the works and permanent bench marks will be established in consultation with site engineer/employer's representative. The levels shall be got verified from Engineer/Engineer's representative. The contractor at his own cost shall check, replace and supplement as necessary reference points for control traverse and agree on any revised or additional station as directed by the Engineer. All traverse points and reference points shall be clearly marked and protected to the satisfaction of Engineer.
- 1.6 The construction work shall be done with proper and assured system of curing duly identified areas with dates marked in paint. In hot weather the contractor shall take relevant care to cover the work with wet gunny bags/hessian cloth or use continuous ponding of water on surface so as to keep the surface wet.
- 1.7 The contractor shall after completion of work clear the site of all debris and left over materials, at his own expense to the entire satisfaction of Engineer.

### **2.0 PERIOD OF COMPLETION**

The work is required to be completed within time schedule from the date of issue of acceptance letter is given below: -

Total period of completion : **05 months ( Five months)** from the date of issue of L.O.I.

- 2.1 The contractor shall stick to the final completion date and will be liable to penal action for any delay as mentioned in clause no.17 (B) of General Conditions of Contract for stage as well as overall completion of the work.

### **3.0 SAFETY PRECAUTIONS**

- 3.1 For work close to railway line, road, telephone line, power line (both underground and overhead) and structures. All precautions will be taken for ensuring that during the execution of the work no damage is caused to the installation structures and also no obstruction is caused to the movement of trains.
- 3.2 The contractor will also ensure that no damage is done to the electrical cables drainage system & water supply and any other services and/or structures.
- 3.3 Safety rules and safe working methods as per Appendix "A".

#### 4.1 **Delay or Deferments**

- 4.2 Simultaneously with the progress of this work, works on installation/erection of the various parts and plants of the other works will continue. The progress of such works will have to be synchronized with such other works.
- 4.3 Where the Contractor has to work along with other agencies in and around the area allotted for his works, he should execute all his works in complete co-ordination and co- operation with all such agencies so that at no time either his work or the works of other agencies is stopped or delayed. In case of any dispute in this regard the decision of CONCOR or their representative will be final and binding on the Contractor. No claim for idle labour plant and machinery under any circumstances will be entertained by the CONCOR.
- 4.4 During the execution of this work, this Inland Container Depot will be operational. Contractor has to execute all his works in complete co-ordination and co-operation with all his activities confined to the area within the scope of this work so as not to affect the operation of container depot under any circumstances. In case of any dispute in this regard the decision of CONCOR or their representative will be final and binding on the contractor. Contractor shall also note the work shall progress as per the phased development as indicated in the master plan shown in the drawings, if any.

#### 5.0 **Service Roads**

Contractor will provide service road/roads for movement of materials as per direction of Engineer-in-Charge. Contractor will also maintain these service roads in safe and fit conditions at his own cost. He will however have no authority to prevent use of such roads by CONCOR and other bonafide contractors working at site. CONCOR will however have the authority to disallow any movement on the road which in their opinion is not in the interest of work. If the contractor fails to provide service road to the satisfaction of the Engineers it will be provided by the Engineer at contractors cost.

#### 6.0 **Measurements for Works/Record Measurements**

- 6.1 The contractor shall ensure that the measurements for all work which may be partially or wholly hidden in the course of construction are duly recorded in the Measurement book before that portion of work becomes in-accessible for measurement.
- 6.2 For works running/on account payments can be made on approximate assessment of quantity of the work executed. For every second running and final bill however, the quantities will be computed on the basis of detailed measurements recorded in the measurement books for the actual work executed. The bills will be submitted by the contractor on the approved format and the date of submission of the bills will be considered from the date, the contractor signs the accepted bill which is to be forwarded by the Engineer-incharge concerned for arranging payment.

#### 7.0 **Procurement Storage, and Payment of Cement, Steel and bitumen etc.**

- 7.1 Ordinary Portland cement, steel, bitumen & structural steel required for the work will be procured by the contractor from approved suppliers. The O.P.C. cement should conform to IS-269, reinforcement steel should conform to IS-1786 & IS-432, structural steel conforming to IS-808 and bitumen should conform to I.S. code 702 and 703.
- 7.2 The storage of cement should be done as per IS-4082-1977 (recommendation on stacking and storage of construction materials at site). Sheds for storage of cement will also be provided by contractor.

- 7.3 The contractor has to produce a test certificate from manufacturer to the Engineer-Incharge for the cement, steel and bitumen for every consignment procured, failing which no consignment of cement, steel and bitumen will be accepted by the Engineer-Incharge.
- 7.4 The testing and acceptance of criteria for cement and steel and any other materials supplied by the contractor should be as per IS codes referred to above or as decided by the Engineer-Incharge. The cost of testing will be borne by the contractor.
- 7.5 Each bag of cement must weigh 50 kg, subject to variation as per IS code.
- 7.6 Proper daily record of cement, steel and bitumen consumption shall be maintained at site by Engineer-in-charge. The register shall be duly signed by both the Engineer-in-Charge and the Contractor
- 7.7 Payment for reinforcement shall be made on the basis of standard weight of the bars used as per approved drawings.
- 7.8 For Southern/ Northern/Western/Central Railway/CPWD (DSR) Schedule of rate items, as given in Bill of Quantity the payment for steel will be based on the quantities of the materials consumed for the works actually executed, as calculated from drawings and specifications, in terms of the respective Schedule of rates. For other than schedule items, the rates quoted by tenderer shall include the cost of all materials including cement, steel and bitumen etc.
- 7.9 No claim whatsoever shall be entertained by CONCOR on account of delay in either providing these materials or non availability of these materials, in the market.
- 7.10 Cement shall be kept under double lock system in godown fixed with door. The key of one lock shall remain with the representative of the Engineers at site of work and that of the other with the contractor or his authorised agent.
- 7.11 Clodding of cement and rusting of steel should be avoided to the maximum extent possible. For such clodding of cement and/or rusting of steel which may render the same unusable, the contractor shall be responsible to make good such quantities the loss at his own cost.
- 8.0 **Plant & Machinery Required for the Works**
- 8.1 It will be the responsibility of the Contractor to arrange all plant & machinery, trucks, vibratory, Road roller etc., required by him for execution of works.
- 8.2 The contractor will also arrange for getting permission (for their use) if required from local or other concerned authorities so also for their transportation to site.
- 8.3 All expenditure incurred in this connection will have to be borne by the Contractor.
- 8.4 No plant or machinery will be issued on hire by the CONCOR.
- 9.0 **Arrangement of Water for execution of works**
- 9.1 The contractor will have to make his own arrangements for obtaining water to be used for execution of the works.
- 9.2 The contractor shall not dig any wells on clients land without specific permission on writing from Engineer-in-Charge of CONCOR.

- 9.3 All temporary or pucca bunds or diversion of water courses, nallahs etc. shall be done at contractor's cost and after obtaining permission of concerned local authorities, and the same shall be removed after completion of the works and area restored to original state.
- 10.0 **Arrangements for Electric connection, Lighting & other purpose**
- 10.1 If for reasons of urgency the work has to be executed at night contractor shall make his own arrangement for illuminating the site. Nothing extra will be paid for doing works at night.
- 10.2 He will have to make his own arrangements for arranging electricity if the same is required for illumination purposes or for running of any plant or machinery.
- 11.0 **Definitions & Interpretations etc. relevant to items of Schedule of Rates and Specifications.**
- 11.1 In the Railway Standard Specifications wherever there is any reference to Engineer, Dy.Chief Engineer, Divisional Engineer, Assistant Engineer it shall mean the Engineer / Consultant appointed by CONCOR for the work.
- 11.2 Wherever there is a reference to I.S.I Code/specifications or any other code it shall refer to latest code with correction slips as in vogue on the date of tendering.
- 11.3 Item rate means the rate to be quoted against the specific items of the schedule of items provided in the tender document.
- 12.0 **Agreement/Work Order**
- 12.1 For executing the works under this agreement, the work orders shall be issued. More than one work order can be issued but the total value of work orders issued shall not exceed or reduce the total value of the Contract by + or - 25%. For variation in quantity of individual items however these limits will not apply as long as the total value of contract variation remains within + or - 25% of the contract cost. Variations beyond + or - limit of the total contract cost will be mutually agreed upon. In case, no work order is issued, the work will be further commence on the agreement quantities which may be modified as per above variation limits.
- 13.0 **Maintenance after Completion**
- 13.1 All the works executed under this agreement shall be maintained by the contractor at his own cost for a period of twelve months from the actual date of completion as per agreement.
- 14.0 **Miscellaneous**
- 14.1 The Contractor's copy of the agreement/work order should be returned to the Engineer-in-Charge/General Manager/along with the final bill, in default of which the penalty of Rs.500/- will be levied on each copy of the work order.
- 14.2 Customary standards/local traditions will not be the criteria for the standards. All works shall be up to the Northern Railway standards and as ordered by Engineer incharge and where any doubt may exist the specifications as given in the ISI specifications should be followed.
- 14.3 No area will be made available to the contractor for making the temporary jhuggies (temporary huts) for labours or any other purpose.
- 14.4 No areas outside the site of work will be made available to the contractor for construction of storage of construction materials and site office etc. and if required contractor will make his own arrangement for such and by personal negotiation with the owners.

**15.0 Recovery of Royalty in case of materials quarried from Railways Land.**

15.1 Without the sanction of the CONCOR no material of any kind such as sand, stone or moorum whether required for the performance of this Agreement or not, shall be quarried and/or collected from land belonging to or held by the CONCOR.

15.2 If and when the Contractor quarries and or collects material from CONCOR land for the purpose of supply of materials and/or of work under an Agreement based on special rates obtained for various items of work or supplies he shall be liable to pay to CONCOR a Royalty which shall be recovered from the Contractor's bill for the supply of material or from any other sums due to him from CONCOR at the rate prescribed by the State Government Authorities and in enforce during the period of contract. No royalty shall however be paid for earth or moorum or any other soil excavated from borrow pits in CONCOR's land for making the formation under the preview of this contract.

**16.0 Handling of Materials**

16.1 No lead is payable on water for works done under any section of Railway Schedule of Rates or for the work done under the item Rate.

16.2 No extra payment can be claimed for carrying materials in extreme conditions of Climate and weather and all precautions taken to protect materials by suitable coverings to prevent damage due to sun, rain and wind while carrying by carts or trucks.

16.3 It is the Contractor's responsibility to see that all CONCOR materials entrusted to him are carried safely and expeditiously to the site of the work.

16.4 If CONCOR materials are lost, stolen or damaged while in transit or under custody of the contractor, the cost of the same @ twice of the prevailing market rate will be recovered from the Contractor's dues and Contractor will have no claim whatsoever on this account.

**17.0 Adherence to labour law and regulations**

17.1 The Contractors who are working in the establishments through Contract Labour and/or employing labour themselves directly should get themselves registered with the Assistant Labour Commissioner concerned as required under Contract Labour (Regulation and Abolition) Act 1971 and obtain a license from the Assistant Labour Commissioner concerned and produce the same to CONCOR either along with the tender or before signing the Agreements, failing which the contract awarded will be terminated on the ground that they have not complied with legal provisions of the said Act and earnest money forfeited.

**18.0 Provision of extra/additional items**

If the altered/additional work required to be executed as per Client's/consultant's requirements for which there are no established rates in Schedule of Rates, the same shall be payable as per provisions stated hereunder:-

a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.

If direct working out is not possible, the contractor shall be paid on the basis as under :-

i) Material, labour either or both:

Reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery and plus 15% of so desired cost to cover contractor profit, supervision, overheads, establishments etc.

- ii) Engineer's decision regarding reasonable labour cost and reasonable material consumption/and cost shall be final and binding on contractor.

## **19. Escalation**

19.1 No Escalation on account of any increase in price index in the price of materials, imposition of sales tax or other tax etc. or imposition of levies etc. will be payable.

19.2 No price escalation shall be applicable even during the extended period for completing the works.

## **20.0 Completion, Drawings**

20.1 Completion drawings for showing the layout of the area with dimensions, slopes and details of building, reinforcements used, cable trenches, machine foundations etc. shall be prepared by the contractor at his own cost.

20.2 Completion drawings will be prepared on Tracing cloth.

20.3 Contractor will supply 5 copies of completion plans along with original tracing with the final bill.

## **21.0 SECURED ADVANCE**

The contractor on signing an Indenture together with the indemnity bond in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the sight in connection with the work and are adequately stored and/or protected against damage by weather or other causes and the contractor makes and provides an insurance cover against theft and fire of those materials through an approved insurance company on the name of CONCOR and also safe guards against loses due to any delay in execution of work or to the shortage or misuse of materials. The materials on account of which an advance has been paid under this clause are to be incorporated in the work. The amount of such advance shall be recovered/deducted from the payments made for works done as the materials are used or payment made under any clause of this contract. Secured advance shall be given only after the commencement of the work. However, the Engineer may accept/reject the request for "Secured Advance" for which contractor shall have no right or appeal further. The amount of Secured Advance to be given to the contractor shall be decided on merit by the Engineer. However, the decision of the Engineer in this regard will be final. No Secured Advance shall be given for perishable and high-risk materials such as ordinary glass, sand, petrol, diesel etc.

## **22. MOBILISATION ADVANCE**

On a written request from the contractor supported by a bank guarantee, an amount upto 10% of the value of Contract is payable to the contractor as mobilisation advance in two stages as under:-

STAGE I: 5% of the contract value against an irrevocable bank guarantee, from any nationalised bank of India and State Bank of India in a form acceptable to the CONCOR, immediately after signing the contract documents.

STAGE II: 5% of the contract value against an irrevocable bank guarantee, from any nationalised bank of India or State Bank of India in a form acceptable to the CONCOR, on mobilisation at site of establishment, setting up site office and field laboratory etc. and actual commencement of work.

This advance will bear an interest of 18% per annum. This amount will be recovered in installments starting from second "on account payment bill" and will be fully recovered (a) 85% of value of construction is paid for (b) and if the period of construction is extended beyond original period of construction, the advance will be fully recovered by the end of original period of construction, which ever period is earlier.

**23.0 Storage of inflammable articles:-**

No inflammable materials, such as petroleum, oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the CONCOR and necessary license under the Act has been obtained by the contractor. All due precautions as required under the Acts shall be taken by the contractor.

**24.0 Night Work:-**

The provision in Clause 23 of General Conditions of contract should be noted regarding execution of work between sun-set and sun-rise. If the CONCOR is however satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry-out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Engineer in this regard will be final and binding on the contractor.

**25.0 Notice to Public Bodies:-**

The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be livable on account of his own operations in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light etc. required at night and no extra payment will be made on this account.

**26.0 Plea of custom:-**

The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specifications.

**27.0 Care of Staff:-**

No guarantee will be provided by CONCOR for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of work on available CONCOR's land. The contractor shall at his own cost make all necessary and adequate arrangements for importation, feeding and preservation of the hygiene of his staff. The contractor shall permit inspection at all times of all sanitary arrangements made by him by the Engineer or his assistant or the medical staff of the CONCOR. If the contractor fails to make adequate medical and sanitary arrangements, these will be provided by the CONCOR and the cost thereof, will be recovered from the contractor.

**28.0 First-aid :-**

The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilised cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

**29.0 Damage Accidents or floods or Tides:-**

The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good

the damages to any structure or part of structure, plant or material of every description belonging to the CONCOR administration, lost or damages by any cause during the course of contractor's work.

The CONCOR will not be liable to pay to the contractor any charges for rectification or repairs to any damages which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.

### **30.0 Trespass:-**

The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorised by the Engineer at site.

### **31.0 Variation in Quantities:-**

31.1 Variation for all Schedule and Non-Schedule items:

Variation will be as per Clause No. 42 of General Conditions of Contract, Northern Railways, subject to the followings:

- (i) Item of Bill of quantities can vary to any extent and any time could be deleted.
- (ii) Any item of SOR/DSR can be operated and payment shall be made at the accepted rates above/below/at par SOR/DSR as per quantities actually executed and
- (iii) The variation of 25% will apply to the over all value of work and not to Individual items.

31.2 Tenderers will please note that non schedule items may be operated in part or full or some of the non schedule items may be deleted.

31.3 In case of variation in quantities, the variation statement will be prepared. In case there is a variation, then the variation amount shall be recovered from the contractor's bill/security deposit.

**Note:-** Tenderer should read the above special conditions for the variation in conjunction with variation clause appeared in General Conditions of Contract ( Clause No.41,42) The above condition for variation will supercede the variation clause stipulated in General Conditions of Contract. While quoting the rates, tenderer should bear in mind the above condition.

### **32.0 Use of CONCOR Materials secured with Government Assistance:-**

32.1 Where any raw materials for the execution of the contract are procured with the assistance of Govt. either by issue from Government, stocks or purchases under arrangements made or permit(s) or licence(s) issued by the Government, the contractor shall hold the materials as trustee for the Government and use such materials economically and solely for the purpose of contract against which they are issued and not dispose off them without permission of the Government and return if required by the Government all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as Government may fix with the due regard to the condition of the materials. The freight charges for the return of the material according to the direction of the purchaser shall be borne by the contractor, in the event of contract being cancelled for any default on his part, the decision of Government shall be final and conclusive.

32.2 In the event of a breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the licence(s) if the permit(s) and/or for original breach of trust be liable to account to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### 33.0 Setting out of Works:-

- 33.1 The work shall be set out by the contractor to the satisfaction of the Engineer but his approval thereto shall not, nor shall his joining with the contractor in setting out the work, relieve the contractor from his entire and sole responsibility therefore.
- 33.2 The contractor shall also provide, fix & be responsible for the maintenance of all stakes, templates profiles, levels marks, points etc. and must take all necessary precautions to prevent these being removed altered or disturbed and will be held responsible for the consequences of such removal, alterations or disturbances should the same take place and for their efficient reinstatement.

### 34.0 Security Deposit and Performance Guarantee on Acceptance of Tender: -

#### a) PERFORMANCE GURANTEE

The Performance Guarantee (PG) is outlined below:

- (a) The successful bidder will give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- (b) The Performance Guarantee will be furnished by the successful contractor **after the letter of acceptance has been issued, but before signing of the agreement** and will be valid upto expiry of the maintenance period. The agreement will be signed within **30 (Thirty) days** after the issue of LOI and Performance Guarantee will also be submitted within this time limit;
- (c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing will be same as for Security Deposit,
- (d) Wherever the contracts are rescinded, the security deposit will be forfeited and the Performance Guarantee will be encashed and the balance work will got done separately.
- (e) The balance work will be done independently without risk and cost of the original contractor.
- (f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member / partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.

#### b) SECURITY DEPOSIT

Total security deposit on acceptance of the tender is 5% (Five percent) value of the contract including the earnest money deposited with the tender. The earnest money deposited with the tender will be converted into initial security deposit. The balance amount of security deposit will be recovered from the Running Account Bills at the rate of 10% from each bill till the total security deposit is recovered. No other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

The security deposited unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Engineer to the effect that the work is completed satisfactorily and maintained in all respects for the period specified in the contract. Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to CONCOR against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate is required to be submitted by contractor.

No interest will accrue on the Security Deposit under any circumstances.

### **35.0 Insurance for Works persons and property:-**

#### **35.1 Insurance for Works:-**

The contractor at the time of signing the contract or before commencing the execution of the work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, riots, War, Floods, etc. with a Nationalised Insurance Agency in the joint names of the employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the Employer and fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the Contractor or of any sub-contractor or Employer.

The Contractor shall deposit the policy and receipt for the premiums with the Employer within twenty one (21) days from the date of signing the contract/commencement of execution of work or unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor. The Contractor shall, as soon as any claim under the policy is settled or the works reinstated by the Insurance Office should elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the misfortune/accident had not occurred and in all respects under the same conditions of contract. The Contractor in case of rebuilding or reinstatement after accident, shall be entitled to such extension of time for completion as the Employer deems fit.

#### **35.2 Insurance in respect of damages to persons and property:-**

- i) The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub contractor's or Employees, whether such injuries or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise and damage to road, streets footpaths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claims made in respect of injury or damage under any Acts of government or otherwise and also in respect of any award of compensation of damage consequent upon such claims.
- ii) The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by the member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalised Insurance Agency in the joint names of the Employer and CONCOR against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the Contractor or any sub-contractor and shall at his own expense effect and maintain with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the Contract. The Contractor shall be responsible for any thing which may be excluded from the Insurance policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. He shall also indemnify the

Employer in respect of any costs, charges or expenses arising out of any claim re-proceedings and also in respect of any award of or compensation of damages arising therefrom.

- iv) The Employer shall be at liberty and is empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage of any sum or sums due to or become due to the Contractor including the Security Deposit.
- v) If the Contractor fails to comply with the terms of these conditions, the Employer may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the Contractor or may at the option, do not release running payment to the Contractor until the Contractor shall have complied with the terms of this condition.

### **36.0 CLAIMS**

- 36.1 The provision of Clause 63 & 64 of General Conditions of contract will be applicable only for settlement of claims or disputes between the parties for value less than or equal to 20% of the value of the contract and when claim or disputes are of value more than 20% of the value of the contract, provision of clause 63 & 64 and other relevant clauses of the General Conditions of contract will not be applicable and arbitration will not be remedy for settlement of such disputes.
- 36.2 The contractor shall not be entitled to ask for reference to Arbitrator before the completion of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle the disputes only once within the ambit of condition mentioned above.
- 36.3 The contractor shall not be entitled to make any claim whatsoever against the CONCOR under or by virtue of or arising out of this contract, nor shall the CONCOR entertain or consider any such claim if made by the contractor, after he shall sign a "NO CLAIM CERTIFICATE" in favour of the CONCOR, in such a form as shall be required by the CONCOR, 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 reference to Arbitration in respect thereof.
- 36.4 The successful tenderer/s contractor/s shall put up their claims as per clause 43 of the General Conditions of contract during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. Apart from the decisions given at various levels the final authority for giving the decisions on claims and disputes put up by the contractor/s shall be the Group General Manager (Engg.)/ CONCOR only and the decisions regarding measurements, method of measurements meaning and intent and interpretation of specifications of the contract given and made by the Group General Manager (Engg.)/CONCOR shall be final and binding on the contractor/s. Such decisions by the Group General Manager (Engg.)/CONCOR shall be treated as "Excepted Matters" in terms of Condition No. 63 of the General conditions of the contract. These Special Conditions shall prevail over existing Clause 63 & 64 of the General Conditions of contract other than provisions relating to "Excepted Matters".

### **37.0 SITE OFFICE**

Tenderers shall have to provide temporary site office and godown for storing/stacking construction materials at their own cost for which no extra payment will be made.

### **38.0 PF COMPLIANCE**

It will be responsibility of the contractor to obtain separate code/identification No. for contractor's deposit of PF dues, if applicable with concerned authority directly. The payment against bills shall only be released once relevant challans, PF registration/code No. are submitted alongwith bill.

### SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 (one horizontal to four vertical).
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swinging from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm. for ladder upto and including 3.5 meters in length. For longer ladders this width should be increased by atleast 20 mm. for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials or any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.

The contractors shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

5. Demolition before any demolition work is commenced and also during the process of the work:-
  - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
6. All necessary personal safety equipment as considered adequate by the Engineer in charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.

- a) Workers employed on mixing asphaltic materials, cement and live mortar shall be provided with protective goggles.
  - b) Of these engaged in white washing and mixing or attacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
  - c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
  - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
7. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractors will bear wages including all etc. of the staff posted as flag man, for the period of Contract for such periods during which such staff is posted for the purposes. The Railway Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wage and other allowance payable by the contractor for staff posted for the purpose. The Railway Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
8. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
9. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions: -
- a)
    - i) These shall be of good mechanical construction, good materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - b) Every Crane driver or hoisting appliances operator shall properly qualified and no person under the age of 21 years shall be incharge of any hoisting machine including any scaffolding.
  - c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.

In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any

machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- d) In case of departmental machine the safe working load shall be notified by the Electrical Engineer in charge. As regards contractor's machine, the contractor shall notify safe working load of the machine to the Engineer in charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
10. Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mates, wearing a parel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
11. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
12. These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the workspot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
13. To ensure effective endorsement of the rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in charge of the Department of their representative.
14. Notwithstanding the above clauses from (1) to (12) there is nothing in these to exempt the contract from the operations of any other act or Rule in force in the Republic of India.

**SECTION – IV**

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**(ADDENDUM/CORRIGENDUM &  
ERRATA TO GCC NORTHERN  
RAILWAY)**

**SECTION - IV****ADDENDUM/CORRIGENDUM AND ERRATA TO GENERAL CONDITIONS OF  
CONTRACT OF NORTHERN RAILWAY**

Addendum/Corrigendum to Standard General Conditions of Contract (May 1999) of Northern Railway must be read together

	<b>For</b>	<b>Read</b>
1.	Railway	Container Corporation of India Limited (CONCOR).
2.	Engineer/Engineers representative	To be notified later or its representatives or assigns.
3.	General Manager	Director (P&S)/MD, CONCOR
4.	Railway Gazetted Officers	Container Corporation of India Ltd.(CONCOR) or its representatives or assigns.
5.	Chief Engineers	Group General Manager (Engg.), CONCOR.

## ERRATA

### To Northern Railway Standard General Conditions of Contract for Civil Engineering Works

(JULY 2006 )

S.No.	Description
1. Para 1 (a) Page 17	To be deleted and substituted as CONCOR shall mean Container Corporation of India Ltd., having registered office at CONCOR BHAWAN, C-3, Mathura Road, New Delhi-110076 or its authorised representatives or assigns.
2. Paras 1(b) to (f) page 17	To be deleted
3. Para 1(q) , Page 18	Add para 1 (q) after para 1(p); General Conditions of Contract shall mean Northern Railway General Conditions of Contract.
4. Para 2 (1) Page 18	To be deleted.
5. Para 2(2) page 18	It is substituted and reads as under:- “If a work is transferred from the jurisdiction of one Project Authority to another while the contract is in subsistence, the contract shall be binding on the contractor and the successor Project Authority in the same manner and take effect in all respects as if the contractor and the successor Project Authority were parties hereto from the inception and the corresponding officer or the competent authority in the successor Project Authority will exercise the same powers and enjoy the same authority as conferred to the predecessor Project Authority under the original Contract agreement entered into”.
6. Para 2(3), Page 19	To be deleted
7. Para 9 Page 20	To be deleted
8. Para 10 Page 20	To be deleted
9. Para 11 Page 20	To be deleted
10. Para 16(1), (2) & (3)Page 21	<b>Security Deposit are substituted and read as under:-</b> 1. The sentence “in the form of Government Securities; stands deleted. 2. Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under :- (a) Security Deposit for each work should be 5% of the contract value, (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,

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	<p>(c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG,FD etc. shall be accepted towards Security Deposit.</p> <p>Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter-alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to CONCOR against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate is required to be submitted by contractor.</p> <p>3. No Change.</p>
<p>11. Para 16 (a) added in Clause-16, Page 21</p>	<p>The Performance Guarantee (PG) is outlined below :</p> <ul style="list-style-type: none"> <li>(a) The successful bidder <b>will</b> give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value,</li> <li>(b) The Performance Guarantee <b>will</b> be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and <b>will</b> be valid upto expiry of the maintenance period. The agreement <b>will</b> be signed within <b>30 (Thirty)</b> days after the issue of LOA and Performance Guarantee will also be submitted within this time limit,</li> <li>(c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing <b>will</b> be same as for Security Deposit,</li> <li>(d) Wherever the contracts are rescinded, the security deposit <b>will</b> be forfeited and the Performance Guarantee <b>will</b> be encashed and the balance work <b>will</b> be got done separately,</li> <li>(e) The balance work <b>will</b> be done independently without risk and cost of the original contractor.</li> <li>(f) The original 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 would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.</li> </ul>
<p>12. Para 17 Page 21</p>	<p>Line No. 5 period of “ 15 days” to be inserted in the gap</p> <p>Line No. 12 period of “180 days” to be inserted in the gap</p>

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13. Para 17B Page22	<p>Add at the end of para1 i.e. “after each week or part of the week”</p> <p>“The work so delayed subject to a maximum of 10% (ten percent) of contract value or the modified contract value”.</p> <p>Delete Para 2 from “For the purpose of this clause ----- 5% of the balance.</p>
14. Para 19(2) Page 23	<p>Is substituted and reads as under:-</p> <p>“(2) COMMENCEMENT OF WORKS:-</p> <p>a) The contractor shall commence the works within 7 days after receipt by him of an order in writing to this effect from the authorised representative of CONCOR/ Engineer-in-charge and shall proceed with the same with due expedition and without delay.</p> <p>b) No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or any delay in according sanction to estimates or drawings etc.</p> <p>c) No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits and no claims for the extra rate shall be entertained unless otherwise expressly specified.</p> <p>d) The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements or payment of work”.</p>
15. Para 19(3) Page 23	<p>Line No. 2 : Replace 30 days by 15 days</p> <p>Line No. 3: Replace 90 days by 30 days.</p>
16. Para 31(3) Page 27	To be deleted
17. Para 32 Page 27	<p>After para 32, para 32(a) is added as under:</p> <p><b>“Return of Empty Cement Bags:-</b></p> <p>Cement issued to the contractor or procured by the contractor will be in gunny bags/paper bags/polythene bags. The empty gunny bags / polythene bags shall be the property of the contractor.</p>
18. Para 33(1) & 33(2)	To be deleted.
19. Para 37 Page 29	<p>After para 37 para 37(a) is added as under:-</p> <p>“Cost of Testing materials supplied by the contractor and provision of testing facilities for all the works being executed at site, if required, shall be borne by the contractor”.</p>
20. Para 46 Page 32	<p>After para 46(4) para 46(5) is added as under:</p> <p><b>PAYMENT TO BE MADE BY CONCOR</b></p> <p>The contractor will submit running account &amp; bills monthly. These bills will not be for less than <b>Rs.25 lakhs</b> toward the value of work done (excluding secured advance if any) approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. Bills of lesser value can also be accepted as per condition of project on approval of Engineer-in-charge. All such intermediate payments shall be regarded as payments by way of</p>

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	<p>advance against the final payments only and not as payments for work actually done and completed and shall not prohibit the Engineer-in-charge from requiring bad unsound imperfect or unskillful work to be dismantled and removed from site and reconstructed, or re-erected as per specifications.</p> <p>No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude, determine or affect in any the powers of the Engineer-in-charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the contractor within three month of the date of the completion of work. Final measurements shall be taken within one months from date of completion of work. The certificate of the Engineer-in-charge of the measurement and of the total amount payable for the work shall be final and binding on all parties”.</p>
21. Para 51(3) / Page 33	<p>Deleted.</p> <p>Deleted since it is already covered under the revised Security Deposit Clause 16 (I).</p>
22. Para 52 Page 34	<p>It is substituted and reads as under:-</p> <p><b>52. CONCOR LIEN ON ALL MONEY DUE</b></p> <p>CONCOR shall have a lien on and over all or any money that may become due and payable to the contractor under these presents, and/or also over the deposit of security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to CONCOR by the contractor either alone or jointly with another or others and either under contract or transaction of any nature, whatsoever, between the CONCOR and the contractor.</p> <p>CONCOR reserves 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 enforce recovery, if as a result of such examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done, by CONCOR from the contractor by any or all of the methods prescribed above. If, on the other hand, any underpayment is discovered the amount shall be duly paid to the contractor. Further, CONCOR reserves the right to make such recoveries and adjustments notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before any arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitrator’s Award.</p> <p>And, further, unless the contractor pays and clears the claims of CONCOR immediately on demand, CONCOR shall at all times be entitled to deduct the said debt or sum due by the contractor from the moneys, securities or deposits which may have become or will</p>

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	become payable to the contractor under these presents or under any other contracts or transactions, whatsoever between the contractor and CONCOR.
23. Para 59 Page 37	<p>After para 59(10) para 59(11) is added as under:-</p> <p><b>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</b></p> <p>If the Government declares a state of scarcity of famine to exist in any village situated within 15 Kms of the work, piece worker/contractor shall employ upon such parts of the works as unskilled labour any person found suitable and certified to him by the Engineer-in-charge or by any person to whom the Engineer-in-charge may have delegated in writing, to be in need to relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the CONCOR whose decision shall be final and binding on the piece worker/ contractor.</p>
24. Para 62 / Page 40	<p>(A) Rescinding of contract Risk &amp; Cost Clause</p> <p>Determination of contract owing to default of contractor – (I) if the contractor should ..... No Change in sub-clause (i) to (xiii).</p> <p>(B) No Change in sub-clause (B) (a) to (e).</p> <p>The sentence “and adopt either or both of the following courses read with proviso (x) &amp; (y) stands deleted.</p> <p>(2) (a) &amp; (b) --- No Change</p> <p>(2)(c) – The following line is added at the end of sub-clause (2) (c)</p> <p>The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.</p> <p>Sub-Clause (2) (d) – is deleted.</p>
25. Para 64.7,Page44	<p>After para 64.7 paras 64.8 and 64.9 are added as under:-</p> <p>64.8 The venue of Arbitration shall be in India.</p> <p>64.5 In supersession of above mentioned provision, in case of disputes between CONCOR and Central Govt. Departments/Central Public Sector Undertakings, the Arbitration procedure shall be governed by the latest guidelines issued by Bureau of Public Enterprises/ Department of Public Enterprises.</p>
26. Para (64)_ Page 44	After para 64 paras 65, 66, 67, 68 may be added as under:
	<b>TAXES AND INSURANCE TAXES, DUTIES, OCTROI ETC.</b>
	65. The contractor agrees to and hereby accepts full and exclusive liability for the payment of any and all taxes, duties octroi etc. now or hereafter imposed, increased

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	<p>or modified, and all the sales taxes, from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, Insurance and old age pensions or annuities now or hereafter imposed by the Central or State Government authorities which are imposed with respect to or covered by the wages salaries, or other compensations paid to the persons employed by the contractor and shall be responsible for the compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer - employee relationship and the contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws and regulations and requirements of any central, state or local government agency or authority. Contractor further agrees to defend, indemnify and hold CONCOR harmless from any liability by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claim, suit or proceeding that may be brought against CONCOR arising under, growing out of or by reason of the work provided for by this contract, by third parties, or Central or State Government authority or any administrative sub-division thereof.</p> <p><b>66. INSURANCE</b></p> <p>Contractor shall at his own expense carry and maintain insurance with reputable insurance companies to the satisfaction of the owner as follows:-</p> <p><b>66.1 EMPLOYEE STATE INSURANCE ACT</b></p> <p>The contractor agrees to and does hereby accepts full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act, 1948 and contractor further agrees to defend indemnify and hold CONCOR harmless from any liability or penalty which may be imposed by the Central, State or local authority by the reason of any asserted violation by contractor or sub-contractor of the Employee's state insurance act, 1948 and also from all claims, suits or proceeding that may be brought against the CONCOR arising under, growing out of or by reason of the work provided for by this contract either brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.</p> <p>The contractor agrees to fill in with the Employees State Insurance Corporation, the declaration forms and all forms which may be required in respect of the contractor's or sub-contractor's employee, who are employed in the work, provided they are covered by ESI, from time to time under the Agreement. The contractor shall deduct and secure the</p>

S.No.	Description
	<p>agreement of the sub-contractor to deduct the employees' contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payments intervals. The contractor shall remit and secure the agreements of the sub-contractors to remit to the State Bank of India employees contribution as required by the act. The contractor agrees to maintain all card and records as required under the Act in respect of employees and payments and the contractors shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred in making contributions or maintaining records shall be to the contractor's or sub-contractor's account.</p> <p>CONCOR shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid. This will be binding on the contractor when the Employee's State Insurance Act is extended to the place of work.</p> <p><b>66.2 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</b></p> <p>Insurance shall be effected for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide workmen's liability insurance for the later's employees if such employees are not covered under the contractor's insurance.</p> <p><b>66.3 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER.</b></p> <p>Contractor shall also carry and maintain any other insurance which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by CONCOR.</p> <p><b>66.4 ACCIDENT OR INJURY TO WORKMEN</b></p> <p>CONCOR shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor save and except an accident or injury resulting for any act or default of CONCOR, his agent or servants and the contractor shall indemnify and keep indemnified CONCOR against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, cost, charges and expenses, whatsoever in respect or in relation thereto.</p> <p><b>66.5 TRANSIT INSURANCE</b></p> <p>In respect of all items to be transported by the contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.</p> <p><b>67. DAMAGE TO PROPERTY OR TO ANY PERSON OF</b></p>

S.No.	Description
	<p data-bbox="609 138 915 170" style="text-align: center;"><b>ANY THIRD PARTY.</b></p> <p data-bbox="561 191 1421 516"><b>67.1</b> Contractor shall be responsible for making good to the satisfaction of CONCOR any loss or any damage to structures and properties belonging to CONCOR or being executed or procured by CONCOR or of other agencies within the premises of all the works of CONCOR or of other agencies within the premises of all the works of CONCOR, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractor.</p> <p data-bbox="561 537 1421 898"><b>67.2</b> The contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to third party including over head and underground cables and in the event of any damage resulting to the property of CONCOR or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damage including eventual loss of production, operation or services in any plant or establishment as estimated by CONCOR or ascertained or demanded by the third party shall be borne by the contractor.</p> <p data-bbox="561 919 1421 1129"><b>67.3</b> The contractor shall indemnify and keep CONCOR harmless of all claims for damages to property other than CONCOR's property arising under or by reason of this contract if such claims result from the fault and/or negligence or willful acts or omission of the contractor, agents, representatives or sub-contractor.</p>

**SECTION – V**  
**GCC NORTHERN RAILWAYS (HINDI & ENGLISH**  
**VERSION)**

**NORTHERN RAILWAY**

**ENGINEERING DEPARTMENT**

**WORKS HAND BOOK PART I & PART II**

**PART I REGULATIONS FOR TENDERS AND  
CONTRACTS**

**PART II GENERAL CONDITIONS OF CONTRACT**

**MAY 1999**

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## PART II

### STANDARD GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION WITH ENGINEERING WORKS DEFINITIONS AND INTERPRETATION

- 1. (1) Definition :-** In these General Conditions of Contract, the following terms shall have the meaning assigned here under except where the context otherwise requires :-
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorised to deal with any matters which these presents are concerned on his behalf.
  - (b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
  - (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall mean & include their successors of the Successor Railway.
  - (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
  - (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecommunication Engineer, Divisional Signal & Telecommunications Engineer (Construction), Divisional Electrical Engineer, Divisional Electrical Engineer (Construction), in executive charge of the works and shall include the superior officers of the Engineering, Signal & Telecommunication, and Electrical Department of Railway i.e., the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer/Chief Engineer (Construction), Senior Divisional Signal & Telecommunication Engineer/Deputy Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction)/ Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer (Construction) and Chief Administrative Officer (Construction) and shall mean and include the Engineer of the Successor Railway.
  - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer in direct charge of the works and shall include any Sr. Sec./Sec./Jr.Eng. of Civil Engineering/Signal and Telecommunication Engineering/Electrical Engineering Department appointed by the Northern Railway and shall mean and include the Engineer's Representative of the Successor Railway.
  - (g) "Tenderer" shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
  - (h) "Contractor" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Northern Railway modified by the tender percentage for items of works quantified, or not quantified, the General Conditions of Contract, the special conditions of contracts if any, the drawing, the specifications, the special specifications, if any, and tender forms, if any.

- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard specifications for materials and works of Northern Railway issued under the authority of the Chief Engineer or as amplified, added to or superseded by specifications, if any.
- (k) "Schedule of Rates Northern Railway" shall mean the schedule of Rates issued under the authority of the Chief Engineer from time to time.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other land's or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

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

**(3) Headings & marginal headings :-**The headings and marginal headings in these general condition 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 OBLIGATIONS**

1. (1) **Execution Co-relation and intent of contract Documents :-** The contract documents shall be signed in triplicate by the Railway 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 Railway 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 recognised standards.
- (2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority 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 in all respects as if the Contractor and the Successor Railway/Project were parties thereto 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.

- (3) If for administrative or other reasons the contract is transferred to the Successor Railway the contract shall not with standing any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.
3. (1) Law governing the contract :-The contract shall be governed by the law for the time being in force in the Republic of India.
- (2) Compliance to regulations and bye-laws :-The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local 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 reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees' and taxes payable to any authority in respect thereof.
4. Communications to be in writing :- All notices, communications, references and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor interse concerning the works shall be in writing and no notice, communication, references or complaint not in writing shall be recognised.
5. **Service of Notices on Contractors :-** The Contractor shall furnish to the Engineer the name, designation and address of his authorised 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 authorised 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 shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that executing the works.
6. **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 what so ever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under [clause 62](#) of these conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

- 8. Assistance by the Railway for the Stores be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefor to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non supply.
- 9. Railway Passes :-** No free Railway passes shall be issued by the Rly. to the Contractor or any of his employee/worker.
- 10. Carriage of materials :-** No forwarding orders shall be issued by the Railway 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 therefor.
- 11. Use of ballast trains :-** The Railway may agree to allow the Contractor, the use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.
- 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 Railway 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 Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway 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, stone, 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 Railway 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 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 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) Earnest Money and Security Deposit:-** The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or in the form of Government Securities or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

2. Unless otherwise specified in the special conditions, if any, the rates for deposit of security amount by contractors will be as under :-

(i) For contracts upto Rs. 1 lakh - 10% of the value of the contract.

(ii) For contracts more than Rs. 1 lakh, and upto Rs. 2 lakhs - 10% of the first Rs. 1 lakh and 7 ½ % of the balance

(iii) For contracts more than Rs. 2 lakhs, and upto Rs. 2 crores- 10% of the first Rs. 1 lakh, 7 ½ % of the next Rs. 1 lakh and 5% of the balance subject to the maximum of Rs. 3 lakhs.

(iv) For contracts above Rs. 2 crores- 5% of the contract value. The amount over and above Rs. 3 lakhs to be recovered from the progressive bills of the contractors @ 10% till it reaches 5% of the contract value.

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

**(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 acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within.....days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding.....days, either party may at its option terminate the contract by giving notice to the other party.

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

(i) If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall

appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

- (ii) If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway 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 neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorised by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorised representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) In the event of any failure or delay by the Railway 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 Railway 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 Railway may grant such extension or extensions of the completion date as may be considered reasonable.

**Extension of time for delay due to contractor :-**

**17-B** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in [clause 17 and 17-A](#), the Railway 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 Annex. I) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 1/2 of 1% of the contract value of the works for each week or part of the week.

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

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

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf; to appropriate the contractor's security deposit and rescind the contract under [clause 62](#) of these conditions, whether or not actual damage is caused by such default.

- 18.(1) Illegal Gratification :-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or anyone on his behalf, to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway 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 Railway.
- (2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract, and all of her contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

## **EXECUTION OF WORKS**

- 19.(1) Contractor's understanding :-** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- (2) **Commencement of works :-** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- (3) **Accepted programme of work :-** The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors) plant and machinery that he intends to utilise (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 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.
- (4) **Setting out of works:-** The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

- 20.(1) Compliance to Engineers 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.
- (2) Alterations to be authorised:-** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, 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.
- (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 Railway.
- (4) Separate contracts in connection with works:-** The Railway 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 through 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 therefrom and shall be responsible for all loss to the Railway.
- (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.
- 3. Ownership of drawings and specifications :-** All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. 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 Railway on completion of the work or termination of the Contract.
- (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 drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

- (5) **Meaning and intent of specification and drawings :-** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
23. **Working during night :-** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
24. **Damage to Railway property or private life and property :-** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway 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, storehouses 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, store-houses and yards 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 plant 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:-** The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades and callings. 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. 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 take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under [Clause 62](#) of these conditions.

- 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.
- (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 Railway shall be entitled to rescind the contract under [Clause 62](#) of these conditions.
- 28. Facilities for Inspection :-** The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 29. Examination of work before covering up :-** The Contractor shall give 7 days notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.
- 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 accidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway 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, necessary expenses incurred by the Railway 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.
- (2) **Water supply from Railway System :-** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- (3) **Water supply by Railway Transport:-** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in sub-clause (2) of the clause provided that the contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- (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.
- (b) **Electric supply from the Railway system :-** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable" by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems, and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- 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. 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 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 be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
- 33. (1) Tools, Plant and Materials Supplied by Railway :-** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway 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 sub-contractor 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.
- (2) **Hire of Railway's Plant :-** The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 34. (1) Precaution during progress of works :-** During the execution of works, unless otherwise specified the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or property.

**(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 unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or watercourses 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.

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

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

**35. Use of Explosives :-** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

**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.

**(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 suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

**(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 Railway.

- 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, centering, 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 Railway, 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 Railway, 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. Demurrage and wharfage dues :-** Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods of materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall *be* deducted from any sums which may become due to him in terms of the contracts.
- 39. (1) Rates for extra items of works :-** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates Northern Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway 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.
- (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 hereuntofore 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 the rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.
- 40. (1) Handing over of works :-** The Contractor shall be bound to hand over the works executed under the contract to the Railway 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.

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

## **VARIATIONS IN EXTENT OF CONTRACT**

- 41. Modification to contract to be in writing :-** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway 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 Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- 42. (1) Powers of modification to contract :-** The Engineer on behalf of the Railway 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.
- (2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.
- (3) Valuation of variations :-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted schedule of rates." Any extra items/quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for the rates determined under [clause 39](#) of these conditions.

## CLAIMS

- 43. (1) Monthly Statement of Claims :-** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- (2) Signing of "No Claim" Certificate :-** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

## MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract:-** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.

- 45. Measurement of works :-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under [Clause 39](#) of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. 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 measurements. Failing the Contractor's attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below :-

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such , measurements. Any remeasurement 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 there after be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is foundry the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

46. (1) **"On-Account" Payments :-** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. AH payments due on the Engineer's or the Engineer's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by [Clause 16](#) of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

47.

- (2) **Rounding off amounts :-** The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise and more upto Rs. 1/- will be reckoned as Rs. 1/-
- (3) **On Account Payments not prejudicial to final settlement :-** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts not of any particular quantity of work having been executed nor of the manner of its execution being satisfactory
- (4) **Manner of payment:-** Unless otherwise specified payments to the Contractor will be made by cheque but no cheque will be issued for any amount less than Rs. 100/-
- 47. 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 Railway 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 shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a Certificate of Completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate provided that the Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway and when any such certificate is given in respect of part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.
- (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. Approval only by Maintenance Certificate :-** No certificate other than maintenance certificate referred to in [Clause 50](#) of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional carried work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

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

**(2) Cessation of Railway's Liability :-**The Railway 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.

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

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

**(2) Post Payment Audit :-** It is an agreed term of contract that the Railway 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 been made in respect of any works done or alleged to have been done by him under the contract.

**(3) Repayment of Security Deposit:-** The total security deposit shall become due and shall be paid to the Contractor after the expiration of the period of maintenance, specified in the Tender reckoned from the date on which the Engineer shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of the contract or any other earlier date subsequent to the completion of the whole of such works that may be fixed by the Railway in this behalf, provided that all the stipulations of the clause have been fulfilled by the Contractor and all claims and demands made against the Railway for and in respect of damage or loss by from or in consequence of the works have been finally satisfied, provided further that in the in the event of different maintenance periods having become applicable to different parts of the works pursuant to sub-clause (i) of [clause 48](#) of these conditions, the expression expiration of the period of maintenance shall for the purpose of this clause, be deemed to mean the expiry of the latest of such periods.

**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) and (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

**52. Withholding and lien in respect of sums claimed :-** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Railway 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 Railway 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 finalisation 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 Railway 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 Railway or any Department of the Central Government pending finalisation 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 Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under the contract is determined by the arbitrator (if the contract is 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 Railway 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.

**52-A Lien in respect of claims in Other Contracts :-** 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 Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Railway will be kept withheld or retained as such by the Railway 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. 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 any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway .in respect of the moneys or security purported to be acknowledged (hereby 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 any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Railway 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. Wages to Labour:-** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors 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 Railways whether in connection with any work being executed, by the Contractor or otherwise for the purpose of the railway 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 Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same form any moneys due or accruing to the contractor under this or any other Contract with the Railways.

**54 -A 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 Railway 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. Provisions of payments of Wages Act :-** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or

partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor- in terms of the contract. The Railway 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 Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

**55-A (1) Provisions of Contract labour (Regulation and Abolition) Act, 1970 - (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 Railway from and against any claims under the aforesaid Act and the Rules.

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

(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors 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 sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(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.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the Railway due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the Railway 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 Railway under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the Railway 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 Railway to the contractor whether under the contract or otherwise. The Railway 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 Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the Contractor.

**56. Reporting of Accidents to 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 Engineer's Representative and shall make every arrangements to render all possible assistance.

**57. Provision of Workmens 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, Railway is obliged to pay compensation to a workman directly or through petty contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway 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 Railway to the Contractor whether under these conditions or otherwise, Railway 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 Railway full security for all costs for which' Railway might become liable in consequence of contesting such, claim.

**57-A. 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 thereunder 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 Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

**58. Railway not to provide quarters for Contractors :-** No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy

**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 creche (Bal-mandir) where 50 or more women are employed at a time,. Suitable sites on Railway 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 Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

**(2) Compliance to rules for employment of labour:-** The Contractor (s) shall conform to all laws, bye-laws rules and regulations or 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.

**(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 Railway 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 Railway shall be recoverable from the Contractor.

**(4) Sanitary arrangements :-** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway medical Authority and permit inspection of all sanitary arrangements at all time by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefor recovered from the Contractor.

**(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 Railway Medical Authority. 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 healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost therefor recovered from the Contractor.

**(6) Treatment of Contractor's staff in Railway Hospitals :-** The Contractor and his staff, other than labourers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in Railway Hospitals and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc., and for surgical operation.

**(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 Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

**(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.

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

**(10) Restrictions on the employment of retired Engineers of Railway services within two years 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 two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his security deposit.

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

**(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 [Annexure II](#)) 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.

- (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.
- (3) 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 this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

### **EXPLANATIONS**

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

### **DETERMINATION OF CONTRACT**

- 61. (1) Right of Railway to determine the contract:-** The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.
- (2) Payment on determination of contract:-** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- (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. Determination of contract owing to default of contractor:-** (1) If the Contractor should :- .

- (i) Becomes bankrupt or insolvent, or
- (ii) make an arrangement with of assignment, in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) have an execution levied on his goods or property on the works, or
- (v) assign the contract or any part thereof otherwise than as provided in [Clause 7](#) of these conditions, or
- (vi) abandon the contract, or '
- (vii) persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under [Clause 25 and 27](#) of these conditions, or
- (x) fail to take steps to employ competent or additional staff and labour as required under [clause 26](#) of the conditions, or
- (xi) fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under [clause \(28\)](#) of the conditions, or
- (xii) promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xiii) (A) At any time after the tender relating to the contract has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ 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 Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorised by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

- (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 cases, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at [Annexure III](#)) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at [Annexure IV](#)) 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 adopt either or both of the following courses :-

(x) to carry out the whole or part of the work from which the Contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all incidental charges.

(y) to measure up the whole or part of the work from which the Contractor has been removed and to 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 :

and in both the cases (x) and (y) mentioned above, the Railway shall be entitled (i) to forfeit the whole or such portion of the security deposit as-it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor under the terms of the contract, such certificate being final and binding upon the Contractor, Provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the Contractor by the Railway under this or any other Contract or otherwise.

Provided always that in any case in which any powers conferred upon the Railway by sub-clause (1) of Clause 62 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.

**(2) Right of Railway 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 this clause, being adopted:- .

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

(b) the Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any. part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(c) the Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescision of-the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site.

(d) the Railway shall not be liable to pay to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred by the railway have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the Railway the amount of such excess and it shall be deemed a debt due by the Contractor to the Railway and shall be recoverable accordingly.

**Settlement of Disputes**

**63. Matters finally determined by the Railway :-** All disputes and difference 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 Railway and the Railway shall within 120 days after receipt of the Contractor's representation make and notify decision on all matters for which provision has been made in caluses 8(a), 18, 22(5), 39, 43(2), 45(a). 55. 55-A(5), 57, 57A. 61(1), 61(2) and 62(1)(b) of General Conditions of the contract or in any clause of the special conditions of the contract shall be deemed as 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not refered to arbitration.

**64(1)(i)- Demand for Arbitration :-**

In the event of any dispute or difference between the parties here to 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 Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway 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 then dispute or difference be referred to arbitration.

(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(s) or difference(s) in respect of which the demand has been made, together with counterclaims or set or shall be referred to arbitration and other matters shall not be included in the reference.

(ii)(a) - The arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the railway.

(b) The claimant shall submit his claim stating that the facts supporting the claims alongwith all 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 Railway 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.

(iii) - 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.

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

**64 (2) - Obligation during pendency of arbitration :-** Work under the contract shall unless otherwise directed by the engineer, continue during the arbitration proceedings and no payment due or payable by the railway 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) (a) (i)-** In cases where the total value of all claims in question added together does not exceed Rs. 10,00,000/- (Rupees ten lakhs only), the Arbitral Tribunal consist of a Sole Arbitrator who shall be either the General-Manager or a Gazetted Officer of railway not below the Grade of J.A Grade nominated by the General Manager in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day -when a written and valid demand for Arbitration is received by Railway.

(iii) - In cases not covered by clause 64(3) (a) (i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below J.A Grade, as the Arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more Departments of the Railway to the Contractor who will be asked to suggest to General Manager upto 2 names out of the panel for appointment as Contractor's nominee. The General Manager shall appoint atleast 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. While nominating the Arbitrators till be necessary to ensure that one of them is from Accounts Deptt. An Officer of Selection grade of the Accounts Deptt. shall be considered of equal status to the officers in SA Grade of other Departments of the Railways for the purpose of appointment of Arbitrators.

- (iv) - In 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 General Manager fails to act without undue delay, the General Manager shall appoint new Arbitrator/Arbitrators to act in his/their place in the same manner in which the earlier Arbitrator/Arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- (iv) - The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- (vi) - While appointing arbitrators under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or to who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will however, not be invalid merely for the reason that one more Arbitrator had in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64(3)(b)(i)** - The Arbitral award shall state item-wise, the sum and reasons upon which it is based.
- (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 and the interpretation of a specific point of award to Tribunal within 30 days of receipt of the award.
- (iii) - A party may apply to tribunal within 30 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 consisting of three members, any ruling or 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 interalia include fee of the arbitrator (s) as per the rates fixed by the Railway Administration from time to time.
- 64 (7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act'1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

REGISTERED ACKNOWLEDGEMENT DUE

Dated .....

.....  
.....  
.....

Sub. (i) .....(name of work)

(ii) Acceptance letter No.....

(iii) Understanding/Agreement No... ..

Ref.- ..... (Quote specific application of Contractor for extension to tie date. received).....

Dear Sir,.....

**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.....

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\(4\)](#) of the 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 General Conditions of Contract.

Yours faithfully,

For and on behalf of the President of India.

**CERTIFICATE OF FITNESS**

1. (a) Serial Number.....Serial Number.....

(b) Date.....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..... Who is desirous of being employed in a factory or on a work requiring manual labour and that is/her age as nearly as can be ascertained from my examination,

7. Physical fitness..... is,.....years and that he/she is fit for employment in a  
8. Identification marks..... factory or on a work requiring manual labour as an adult/child

9 Reasons for :

(a) refusal to grant certificate, or (b) revoking the His/her identification marks are .....  
Certificate.....

Signature or left hand thumb impression of the person examined      Signature or left hand thumb impression of the person examined  
.....

Initials of Certifying Surgeon      Signature of Certifying Surgeon

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

**REGISTERED POST A.D.**

Northern Railway

To  
M/s.....  
.....  
.....  
.....

Dear Sir,

Contract Agreement No.... ..

In connection with..... ..

Inspite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even No..... dated..... you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.

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

3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days notice in accordance with [clause 62](#) of General Conditions of contract to commence works to make good the progress, failing which further action as provided in [clause 62](#) of the General Conditions of Contract viz. to terminate your Contract and complete the work at your risk and cost will be taken.

Kindly acknowledge receipt.

Yours faithfully

for and on behalf of the President of India

REGISTERED POST A.D.

Northern Railway

(Without Prejudice)

To

M/s. ....

.....

.....

Contract Agreement No. in connection with .....

Dear Sir,

Seven days notice under [clause 62](#) of General Conditions of Contract was given to you under this office letter of even Number 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 General Conditions of Contract and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out. at your risk and cost and consequences which may please be noted.

Kindly acknowledge receipt

Yours faithfully

for and on behalf of the President of India

**SECTION – VI**  

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**(TECHNICAL SPECIFICATIONS)**

**TECHNICAL SPECIFICATIONS****1.0 GENERAL****1.1 SCOPE**

These specifications establish and define the material and constructional requirements for civil engineering construction works in brief.

**1.2 EQUIVALENCY OF STANDARDS AND CODES, MEASUREMENTS & MATERIALS**

- 1.2.1 Wherever reference is made in the contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract. In case no reference is made for any particular work, relevant IS/BIS Codes will be followed.
- 1.2.2 Providing and operating necessary measuring and testing devices and materials including all consumables are included in the Scope of Work. No separate measurement or payment for testing the work shall be made but rates quoted for various items shall be deemed to include the cost of such tests which are required to ensure achievement of specified quality.
- 1.2.3 All materials shall be of standard quality, manufactured by renowned concerns, conforming to Indian Standards and shall have certification work from Bureau of Indian Standards as far as possible, unless otherwise approved by Engineer. The contractor shall get all materials approved by Engineer prior to procurement and use. The contractor shall furnish manufacturer's certificates, for the materials supplied by him when asked for. Further to that he shall get the materials tested from an approved Test House, if asked for by the Engineer. The cost for all the tests and test certificates shall be borne by the contractor. No separate payment shall be made for the testing. The Engineer shall have the right to determine whether all or any of the materials are suitable. Any materials procured or brought to site and not conforming to specifications and satisfaction of the Engineer shall be rejected and the contractor shall have to remove the same immediately from site at his own expense and without any claim for compensation due to such rejection.
- 1.2.4 All goods and materials to be incorporated in the works shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 1.2.5 Wherever referred to in this tender document, only the latest revision which shall be in force till the completion of work of specifications, Codes of Practice and other publications of the Indian Standards Institution shall be applicable.

### **1.3 WORK SPECIFICATIONS**

The works will be executed as indicated in the nomenclature of each items of Bill of Quantities, Drawings, Specification and Terms and Conditions read in conjunction with those given in this Contract. In the absence of any definite provision in the specifications contained herein reference may be made particularly to:

- a) For Pavements works - Latest MOST Specifications
- b) For items/structures, covered by relevant Railway SOR : Latest Railway specification for Materials & works shall be followed.
- c) For items not covered by any Railway SOR then latest CPWD specification / IS codes will follow unless otherwise mentioned in the tender document.
- d) IS code of practice for planning and reinforced concrete for general building construction (IS 456-1978)
- e) IS code of practice (IS 800 – 1960) revised 10<sup>th</sup> print 1981 for structural steel.
- f) IS 383-1970 and IS 515 – 1959 with interest correction slips for fine and coarse aggregate.
- g) Any other IS code relevant in case the Railway/CPWD standard specifications either refer to or the later is not clear.

1.3.1 The list is not exhaustive. The relevant, IS codes will be followed where the Railway/CPWD specification not cover any item of work.

1.3.2 Wherever referred specifications are silent, the construction and completion of the works shall conform to relevant I.S Code of practice and in case of any dispute arising out of the interpretation of the above, the decision of Engineer shall be final and binding on the contractor.

1.3.3 Copies of Railway / CPWD Specifications can be obtained from Chief Engineer of concerned Railway/CPWD, New Delhi on payment of cost. ISI and other codes may be purchased from Manager Government of India Publication Branch, Patiala House, New Delhi and Director ISI Manak Bhawan, Bahadur Shah Zafar Marg, New Delhi.

**1.4** The excavation in foundation will include all shoring and protection works that may be required for ensuring safety during execution. Nothing extra will be paid for wet excavation or bailing out water. The contractor will have to make his own arrangement for bailing out water including pumping.

**1.5** All exposed RCC surface shall be finished with 6mm thick cement plaster (1:3). Nothing extra will be paid except the cost of cement.

**1.6** Contractor shall bring samples of all materials to be used on the work. One set of such sample will be kept in the Engineer – in – Charge’s office at site and other will be available with the contractor at site. Both the samples will be jointly signed and sealed by Engineer-in-charge and contractor.

## **2.0 Site Clearance:**

Before the earthwork is started, the area coming under cutting and filling shall be cleared of shrubs, rank vegetation, grass, brushwood, trees and sapling of girth up to 30cm. measured at a height of one metre above ground level and rubbish removed outside ICD boundary. The roots of trees and saplings shall be removed to a depth of 60 cm. below ground level or 30 cm below formation level or 15cm below sub-grade level whichever is lower and the holes or hollows filled up with the earth, rammed or leveled. The work of this nature shall be covered in initial rate of earth work and no separate payment shall be made for site clearance.

## **3.0 Preparation of Sub-grade**

Where the pavement is to be laid on surface obtained after cutting the soil, the sub-grade for pavement shall be prepared as per the procedure as per the mentioned hereafter. The sub-grade shall be excavated to depth of 0.5metre, watered and compacted in layers not exceeding 250mm thickness, dressing to required camber and profile and consolidation with vibratory roller of 80 to 100 KN static weight so as to achieve not less than 97% of dry density as per IS:2720 part VIII. However, before relaying and compacting the dry density as per IS:2720 Part VIII. However, before relaying and compacting the loosened material the surface below this level shall be suitably consolidated as directed by the Engineer but with a minimum six passes of vibratory roller. If the next 15cm below this level does not have a relative compaction of 90%, it shall be compacted until not less than 95% dry density is obtained. Rate for work of this nature shall be covered in the item of preparation of sub-grade. Where the pavement is to be laid on fill and height of proposed fill is less than 0.5 metre, the procedure for sub-grade preparation as mentioned above shall be followed.

Where the pavement is to be laid on fill and the height of proposed fill is more than 0.5 metre, preparation of sub-grade is not required at these location, however in such location original ground level shall be compacted by rolling as directed by the Engineer as much as possible but with a minimum of six passes of vibratory roller of 80 to 100 KN static weight. No separate payment shall be paid for this as same shall covered in item of earth work in excavation and / or filling.

## **4.0 Pavement Works**

This specification covers earth work, sub-grade, sub-base, base-course and wearing course for concrete block pavement as well as bitumen pavement. Specification for Road and Bridge works by MOST (Ministry of Surface Transport) shall be followed for pavement works unless mentioned otherwise in this specification. Specification for WBM, WMM, GSBC, DBM, AC & Tack Coat etc. shall be as per MOST specification.

## **5.0 Specification for Base Concrete**

The specification covers laying of M-10 concrete in base course under concrete block pavement, over granular sub-base. The work of M-10 concrete for base course shall be executed as per section 601 of MOST specification for dry lean concrete with modifications as mentioned below :-

- a. Design mix for M-10 concrete shall be as per IS specifications.

- b. Concrete mixing shall be done as with batching plant with facilities of mixing concrete by weight.
- c. Concrete can be placed by manual means in place of paver as mentioned in MOST specifications. Before laying the concrete surface shall be got inspected by Site Engineer.
- d. Compaction shall be done using smooth wheeled vibratory roller of minimum 80 to 100 KN static weight.
- e. Curing has to be done by providing bund over the concrete surface so that 80mm standing water is available on top surface of concrete.
- f. After the end of days work, the edge of the concrete is to be provide with such shuttering so that clear and straight edge are available on the next days.
- g. The cement content of M-10 concrete shall be not less than 150Kg per cum.

## **6.0 Brick work**

Bricks used shall have compressive strength not less than 75 Kg/cm<sup>2</sup> . Other specifications shall be as per Railway / CPWD standard specifications.

## **7.0 Concrete work**

For cement concrete in slabs, chajjas etc., the contractor should use water proof plywood steel shuttering plate sets as per the drawing. The steel plate should have smooth surface and should be free of bulge during the concreting. The entire shuttering should be water proof and conform to relevant I.S.code.

If however, the contractor wants to use wooden shuttering, he will have to use new planks and scanting etc., for fabrication of such shuttering so as to ensure smooth and leak proof surface.

## **8.0 Fine Aggregates**

Coarse sand of approved quality conforming to relevant IS code shall be used as fine aggregate. For cement concrete, reinforced cement concrete and concrete of any other type. Sand shall be cleaned and absolutely free from dirt and any other objectionable admixtures no other deleterious material shall be permitted. Samples of sand to be used shall be approved by Engineer-in-charge or his authorized representative.

## **9.0 Coarse Aggregate**

The coarse aggregate which may be either stone ballast or stone chips as directed, should be well graded and preferably machine broken and should conform to N.R. standard Specification and /or relevant IS code and should be obtained from approved quarries. The stone should be free from soft thin elongated or laminated or decayed particles. The aggregates should be free from dust. Cleaning and washing ,if necessary , should be carried out as per the direction of the Engineer or his authorised representative.

The mention of sources of any does not however absolve the contractor's for his / their liability to ensure that the coarse sand, stone chips and ballast as may be required for the

work strictly in accordance with Standard Specification .In case these materials cannot be had according to specification, from these sources the contractor may bring the materials from any other sources by obtaining prior permission of the Engineer – in- charge provided the materials are according to standard specifications.

In addition to the routine tests ,special tests on materials will be carried out whenever required by the Engineer .The cost of the special test done will be borne by the contractor. Necessary facilities in the form of moulds, cones, scales materials, labour for casting, curing ,specimen and such other facilities as pre –requisite to any standard concrete tests will in any case be afforded by the contractor free of cost.

## **10.0 Form work and shuttering**

If at that stage of the work , during or after placing the concrete in the structure the work is found defective such concrete shall be removed and work be done with fresh concrete and adequate rigid forms at the cost of the contractor. The contractor shall be liable to pay for the cement concrete thus dismantled.

## **11.0 Reinforcement**

Binding wire of approved quality shall be arranged by the contractor himself and the rates quoted for RCC work will includes cost of binding wire and the process if binding etc.

All works shall be done strictly in accordance with the approved drawings and no departure shall be made by the contractor without the order of the Engineer (given to him) in writing.

## **12.0 Paint**

Standard brands of paints and primers as per relevant ISI codes shall be used. All labour and materials, cleaning materials, ladder scaffolding, tools plant and equipment's including brushes of approved brand and pattern will be at contractor expenses.

## **13.0 Vacuum Dewatering**

### **13.1 Screed Vibration**

After placing in position concrete shall be vibrated. The concrete shall be further vibrated with screed vibrator so that concrete surface become leveled and smooth. Equipment shall be of standard manufacture and all arrangements as per the manufacture specifications shall be made by contractor. All the preparatory work required for vacuum dewatering process shall be included in the rate quoted by the contractor for vacuum dewatering & no separate payment shall be made to contractor.

### **13.2 Vacuum Processing**

Upon the surface of wet concrete, the combined mats (Filter & Suction Mat) shall be placed. First, the filter mat is laid in such a way that it is 150mm away from the edges of the form work on all side. Then the suction mat shall be spread upon on the filter mat. The filter mat under the suction mat shall form an air-chamber between tight edges of the top cover and concrete surface. Then the suction mat shall be connected to a vacuum pump through the vacuum hoses. Vacuum shall penetrate down into the concrete and the surplus water from the concrete shall be squeezed out towards the top surface of concrete. The pumps shall run for 5 to 7 min/inch thickness of concrete or as per manufacturer's specifications.

### **13.3 Floating & Throwelling**

The floating operation shall start immediately after the vacuum dewatering is completed and an after mixing and grinding of cement shall take place, the cement particles split apart shall be mixed with the sand particles, so as to provide a very strong and wear-resistance surface. Non metallic floor hardener of approved quality and brand shall be used @3.0 kg/sqm. as per the manufacturers specifications. The approval of non-metallic floor hardener shall be taken from engineer in advance.

In order to improve the wear resistance and minimize dusting, the concrete surface shall be power-trowelled. The trowelling shall start after floating operation is completed. Suitable equipment shall be deployed for trowelling.

### **13.4 Curing**

The floor has to be protected from rapid drying because of Dewatering chemical reaction is more faster, which may result cracking. Curing of floor is to be done for cooling sown the chemical reaction by ponding the floor at least for 7 days.

### **13.5 Groove Cutting & Filling**

Immediately after the curing is complete, groove of 6mm wide and 20mm deep will be cut on vaccum dewatered floor surface in 4mx4m panel with concrete cutting machine using the diamond blade. This groove shall be filled with epoxy based sealant of approved brand (Shalitex or equivalent).

### **14.0 Stone setts Pavement**

**14.1** The stone setts be hardest procurable granite, trap or other stone of igneous origin. Those discoloured or distorted with boulder skin or earthy and porous matter or showing of sign of decay shall be rejected. All stones must be uniformly rectangular, and shall be laid flat with the continuous vertical joints not in the direct line of traffic.

**14.2** Base consist of dry rammed sand as specified. The consolidated thickness at any point should not be less than 4cm and average thickness should not be less than 5cm.

**14.3** A thick layer of sand shall be spread over the base concrete to allow for the irregularities in the stones. The vertical joints shall be 10 to 20mm wide which shall be filled with 1:1 bitumen and sand mix up to full depth of stone setts.

**15.0 Specification for laying of cable duct:**

**15.1 Specification for PVC pipe for cable duct shall be**

Outside dia	-	110mm
Tolerance on outside dia (Plus)	-	0.4mm
Wall thickness	-	7mm
Working pressure	-	10kg./sqm.

Jointing the PVC pipes shall be done using approved solvent cement as per approved method. Checking for correct alignment, straightness and smooth obstruction free passage shall be done by use of mandrels of approved design. Contractor must ensure that such mandrels are available at work site at all times during checking. Ducts not passing the requirement have to be redone at contractor's cost. All accessories for PVC for jointing separators for positioning shall be approved by Engineer before execution of work.

Duct pipes shall be kept closed through a provision or stoppers at both ends of approved design. All cable ducts are to be provided with Nylon wire of approved size. These wire ropes shall be kept fastened to the stoppers. No object shall be left in the pipes and it shall be ensured that dirt, animals etc. can not enter the duct. Any dirt, which is, present in or ends up in the pipe attachment etc. must be removed.

**15.2** All earthwork is to be done which is necessary for correct execution of work. Sufficient measures to be taken to prevent subsidence of neighbouring areas, drainage, cable ducts supports, any other structures. Width of bottom of work ditch must be 25cm plus external diameter of pipe for depth upto 1m. For depth exceeding one meter an allowance of 5 cm per meter of depth for each side of trench shall be added to above width. Where more than one pipe are to be laid, the diameter shall be reckoned as the horizontal distance from outside of the outer most pipes.

Pipe shall be laid as shown in the drawing with sand layer below pipe in between and above pipe. Back filling must be done in layers of 20cm and soil must be compacted so as to achieve 97% of dry density at OMC as per IS : 2720 Part VIII Soil, rubble whichever not appropriate to fill up must be kept outside by the contractor. The backfilling shall be done only after activities executed in them have been approved by Engineer in charge.

**SECTION – VII**  

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**(APPENDIX SHOWING IMPORTANT  
SCHEDULES)**

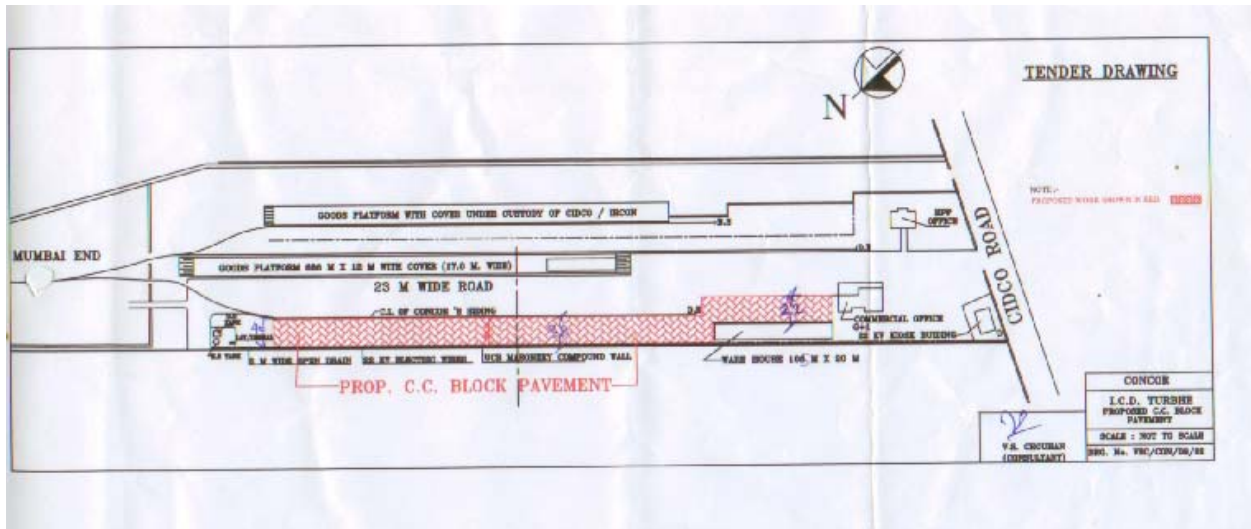
## APPENDIX SHOWING IMPORTANT SCHEDULES

- |     |  |   |   |
|-----|--|---|---|
| 1.  | SIGNING THE AGREEMENT                    | : | Within 30 days of the issue of Letter of intent/order.  |
| 2.  | COMMENCEMENT OF WORK                     |   | Within 7 days of the issue of letter of Intent/order.   |
| 3.  | EMD TO BE SUBMITTED<br>ALONG WITH TENDER | : | <b>Rs..2,37,000</b> /- in the form of Demand Draft in favour of Container Corporation of India Ltd., payable at New Delhi.                        |
| 4.  | PERIOD OF COMPLETION                     | : | <b>05 (Five)</b> Months from the date of issue of letter of intent  |
| 5.  | LIQUIDATED DAMAGES                       | : | ½% per week or part thereof subject to a maximum of 10% of contract value or modified contract value.   |
| 6.  | PERFORMANCE GURANTEE                     | : | 5 % of the contract value in the form of irrevocable Bank Guarantee to be deposited before signing of agreement (Within 30 days of issue of LOI). |
| 7.  | SECURITY DEPOSIT                         | : | 5% of the contract value or modified contract value. Recoveries will be made @ 10% from each running/on account/final bills.                      |
| 8.  | SECURED ADVANCE                          | : | 75% of the cost of non-perishable materials.  |
| 9.  | INCOME TAX & WORK SALES<br>TAX DEDUCTION | : | At prevailing rate each bill.   |
| 11. | DEFECTS LIABILITY PERIOD                 | : | 12 months after actual completion of work.  |
| 12. | PERIOD OF FINAL<br>MEASUREMENT           | : | 3 months after virtual completion of work   |

## **SECTION-VIII**

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### **(TENDER DRAWINGS)**



Signature of Tenderer with seal

Signature of Accepting Authority

# भारतीय कंटेनर निगम लिमिटेड

(भारत सरकार का उपक्रम)

***Container Corporation of India Ltd.***  
***(A Govt. of India Undertaking)***

**TENDER NO: CON/EP/Turbhe/M-10/T-I/2009**

**FINANCIAL BID**

**VOLUME-II**

**FOR**

**Construction of M-10 concrete & RCC kerbing  
at DCT Turbhe**

**Container Corporation of India Ltd.**

**C-3, Mathura Road, Opposite Apollo Hospital,**

**New Delhi - 110076**

**भारतीय कंटेनर निगम लिमिटेड**

**C-3, मथुरा रोड, अपोलो अस्पताल के सामने**

**नई दिल्ली - 110076**

## **VOLUME-II (FINANCIAL BID)**

Name of Work: **Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

- Section I - GENERAL INSTRUCTIONS
- Section II - ADDITIONAL INSTRUCTIONS
- Section III - BILL OF QUANTITY
- Section IV - SUMMARY SHEET

**SECTION – I**

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**(GENERAL INSTRUCTIONS)**

**BILL OF QUANTITIES**

Name of Work: **Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

**GENERAL INSTRUCTIONS**

Tenderers are requested to read carefully each page of tender document for the above noted work wherein complete details are furnished under various chapters.

Notes for guidance of tenderers while quoting for financial bid:

1. The tenderers should visit the site of work, acquaint themselves with site conditions approach roads, availability of materials, lead of materials etc.
2. Tenderers will please note that it will be their responsibility to obtain necessary permission from local bodies, corporation or any other concerned authority, for using colony roads for transporting of plants and machinery, building material etc., including the construction and preparation of temporary approach road for which no extra payment will be made.
3. Tenderer shall visit the site and locate the source of materials etc. Bar chart, Pert chart indicating the deployment of plant and machinery for various activities for timely completion of works shall be attached with the tender document.
4. Contractor shall obtain necessary clearance for his staff/agents from Engineer/s of Container Corporation of India Ltd.
5. It will be the duty and responsibility of the contractor's engineer to fix base line, reference line, layout for various structures, temporary bench mark etc., at his own cost.
6. These levels and reference lines shall match with the ground levels, base lines indicated/recorded by the other contractor or agencies involved at the site of work.
7. Contractor has to make his own arrangement for the theodolite, leveling instruments, tapes and other instruments required for the work at site at his own cost for which no extra payment will be made.
8. The tenderers will please note that they have to make their own arrangement for water supply and electricity for which no extra payment will be made.
9. The tenderers shall execute the work with proper care. If any damage is done to the existing wall/drain/over head electrical wires/post etc., the same should be made good by the contractor at their own cost.
10. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by CONCOR. If at all the tenders finds it necessary to write/clarify/ explain/stipulate any thing, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
11. If at all the tenderers are having any doubt and wanted to quote any special conditions, the same should be brought out by clearly indicating the financial implications of their conditions.

Signature of Tenderer with seal

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Signature of Accepting Authority

12. In case of any doubt/ambiguity, the decision of CONCOR/Engineer shall be final and binding on the tenderer.
13. Before work is started the whole area shall be properly and effectively cleared by the contractor of all small trees (of girth upto 30 cm), roots, bushes, heavy grass etc. The initial level shall be taken after clearance & leveling the existing undulated ground and work of this nature will be covered by the quoted rate for earthwork.
14. The tenderer shall note that work includes the removal of all encroachments , if any.
15. The contractor will engage atleast one site engineer who has the full knowledge of work and is capable of removing defects as pointed out by the engineer-in-charge
16. Wherever called for by the owner/consultants for samples of materials, intended to be used should be submitted by the contractor and requisite tests from approved testing laboratory shall be carried out. The testing charges shall be born by Contractor.
17. The tender drawings are intended to give tentative idea of scope of work and preferred dimensions.
18. The price quoted should be firm and inclusive for the entire period of contract. No claim shall be entertained for any revision.
19. Tenderers are advised to quote their rates considering all the above facts.

**SECTION –II**

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**(ADDITIONAL INSTRUCTIONS)**

**BILL OF QUANTITIES**

**ADDITIONAL INSTRUCTIONS TO BILL OF QUANTITIES**

1. BOQ consist of Schedule-A (NS items).
2. Tenderers are required to quote rates as well as amount against each item of Non Schedules items. Rates quoted against each non-schedule items shall be for complete item of work including all labour, T&P, material, lead, lift etc. inclusive of cost of cement, steel and bitumen etc.
3. Summary sheet of the work is enclosed at the end of the Schedule- 'A'.
4. Rates for non-schedule items should be quoted for all lead and lift complete in all respects.
5. Where rate/percentage rate is asked for, tenderer should quote in figures as well as words and when there is ambiguity between words and figures, words will prevail. Tenderer may note that non-compliance of above may lead to rejection of their tender.
6. Items and quantities given in the Bill of Quantities are approximate and are just to give an idea of work involved. CONCOR reserves the right to delete/operate any other items given in the DSR 2007/Railway SOR concerned, without any limit of variation to complete the work. The payment of DSR 2007/Railway SOR items shall be made at the accepted percentage above/below/at par of DSR 2007/Railway SOR.

**SECTION – III**  
**(BILL OF QUANTITIES)**

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<b>Bill of Quantity</b>							
<b>Name of Work: Construction of M-10 concrete &amp; RCC kerbing at DCT Turbhe.</b>							
<b>Schedule-A - NS Items</b>							
Sl. No	Item Description	Unit	Qty	Rate		Amount	
				In figures	In words	In figures	In words
NS01	Providing and laying M-10(10MPA at 7 days) for base course of pavement with crushed graded broken stone on maximum size of 25mm and down, coarse clean sand inclusive of all lead, lift, cost of labour, materials and equipments for handling, transportation batch mixing, paver, vibrations rolling, shuttering with proper support to make vertical joints and curing etc. complete as per specification.	Cum	9240				
NS02	Providing cast in situ reinforced cement concrete 1:2:4 (1cement:2 Coarse sand:4 crushed stone aggregate) in kerbing with graded crushed stone of maximum nominal size 25mm & down, clean coarse river sand including cost of all material, labour, centering, shuttering, laying, curing etc. complete.	Cum	180				
NS03	Supplying and stacking 1st class TMT steel for reinforcement with yield strength Fe-415 of various diameters (6mm to 16mm) at site of work including transportation, labour, lead, lift, loading, unloading, all taxes, octroi, duties, bending, binding and placing in position etc. all complete						
	Note:						
	(i) Reinforcement shall be as per IS 1786 and will be 1st class quality. TMT bars of TATA/SAIL/RSNL or equivalent make.						
	(ii) Rate is inclusive of all lead, lift, taxes, duties, binding wire etc. for delivery at site.						
	(iii) Contractor will be paid actual quantity of reinforcement used in RCC work as per approved drawing. Any wastage cut/bits will be contractors property.						
	(iv) The quantity against this item is approximate and can be varied to any extent and contractors shall have no claim whatsoever for the variation.						
	(v) Payment against this item will be made after reinforcement steel is used in RCC work.	MT	18				
	<b>Total of Schedule 'A' (in figures)</b>						
	<b>Total in words.....</b>						

Signature of Tenderer with seal

Signature of Accepting Authority

**SECTION –IV**

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**SUMMARY SHEET**

## SUMMARY SHEET

**Name of Work: Construction of M-10 concrete & RCC kerbing at DCT Turbhe.**

**Total of Schedule-A** = Rs. ....

**Grand Total** = **Rs.** .....

**Rebate, if any @** = Rs. ....

**Reason of rebate, if any** = .....

**Net Cost (In figures)** = Rs. ....

**(in words)** = (.....  
.....)

**Name of Tenderer  
(With address)** =

**Details of earnest money**

**Amount** : **DD No.:**

**Date** : **Name of Bank :**