

# INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED (A Government of India Enterprise)

# **TENDER DOCUMENT**

(Tender No. 2012/IRCTC/RNP/PEB/BSP/PEB dt. 20.06.13)

# **FOR**

Pre- Engineered Building works for the construction of Rail Neer Plant at Bilaspur (Near Arpa river) Chattisgarh.

Last Date and Time of Submission : 22-07-2013 by 12:00 hrs

Date and Time of Opening of Bid : 22-07-2013 by 12:30 hrs

Address for submission of bids:

Rail Neer Plant Site Office, IRCTC Ltd., Jan Aahar, Platform No. 1, Station Building, Bilaspur Railway Station, Bilaspur, Chattisgarh

Cost of Bid Document (i/c taxes) – Rs. 2,100/- in the form of DD in favour of IRCTC Ltd. payable at New Delhi issued by any scheduled bank.

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NOTE:Bidder should confirm that they have received all the above papers. All the documents issued is to be returned duly signed by the Bidder while submitting their offer. This tender document contains 43 No. of pages.

TENDER ISSUED TO:		
M/S		
	_	
TELEPHONE NO:		

### INDIAN RAILWAY CATERING & TOURISM CORPORATION LIMITED

## **NOTICE INVITING TENDER**

1. Sealed open tenders are invited by IRCTC Ltd., from bonafide firms /companies & contractors having experience of similar nature of works for Govt. / PSUs / Govt. autonomous bodies /reputed private organizations for the work mentioned in the table given below.

Name of work	Pre- Engineered Building works for the construction of Rail Neer Plant at Bilaspur (Near Arpa river) Chattisgarh.
Estimated cost of the work	Approx. Rs. 50 lakh
EMD	Rs 35,000/-
Completion period	4 months
Last date and time of submission of tender	Upto 12.00 Hrs. on 22-07-2013
Validity of offer	90 days

- 2. The structural assemblies/sub assemblies should be fabricated at factory having in house manufacturing facilities consisting of CNC plazma cutting m/c, H beam assembler, boom welding m/c, tig/pug welding m/c, shot blasting m/c and high rib profiling m/c etc. The bidder should submit documentary proof of above facilities. Representative of IRCTC will inspect the input materials viz assemblies, hardware, turbo fans and other components at factory premises before despatch to site.
- 3. Tender Documents (non-transferable) embodying terms and conditions can be obtained from the office of Rail Neer Plant site Office, IRCTC Ltd., Jan Aahar, Platform No. 1, Station Building, Bilaspur Railway Station, Bilaspur, Chattisgarh on any working day from 20-06-2013to 19-07-2013 by paying tender documents cost of Rs.2,100/- in the form of DD in favour of IRCTC Ltd. payable at New Delhi drawn on any scheduled bank. The tender document can also be downloaded during the same period from the website of IRCTC <a href="www.irctc.com">www.irctc.com</a> or CPP website <a href="mailto:eprocure.gov.in">eprocure.gov.in</a> and same can be used as tender documents for submitting the offer along with DD towards tender document cost of Rs.2,100/- favoring IRCTC Ltd. payable at New Delhi issued by any scheduled bank.
- 4. The tender must be accompanied with the Earnest Money of Rs. 35,000/- in the form of DD in favour of IRCTC Ltd. payable at New Delhi issued by any scheduled bank.
- 5. The participating bidders should have proper Sales Tax/VAT registration certificate & the same should be enclosed with the bid.
- 6. Tender completed in all respects and with all documents as mentioned in tender documents should be deposited **up to 12:00 hrs of 22-07-2013** in the tender box kept for the purpose **in**

# the office of Rail Neer Plant site Office, IRCTC Ltd., Jan Aahar, Platform No. 1, Station Building, Bilaspur Railway Station, Bilaspur, Chattisgarh

7. The bids shall be opened on the same day on **22-07-2013 at 12:30** Hrs. in presence of the bidders or their authorized representative, who wish to remain present.

GGM/Rail Neer Projects For and on behalf of IRCTC Limited

## INSTRUCTIONS TO TENDERERS

# (TENDERER (S) SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS BEFORE FILLING UP THE TENDER.)

- 1. Before quoting, the Bidder must inspect the site to fully acquaint himself about the condition in regard to accessibility of the site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
- 2. All pages of the tender document should be duly signed and stamped by the authorised signatory of the applicant. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender is liable to be rejected.
- 3. The tender document should be **submitted in original**. Tender document not submitted in original will be rejected.
- 4. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Over writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 5. The name of the applicant and name of work should be mentioned on the reverse of the respective DD attached as EMD.
- 6. Tenderer is required to submit attested copies of Partnership deed and Power of Attorney along with the tender.
- 7. "JVs/ Consortiums/ MOU's shall not be considered."
- 8. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- 9. Rates quoted by the contractor shall remain firm till the completion of the entire work covered by this contract and shall not be subject to exchange variations, labour conditions, fluctuations in freights or any other conditions whatsoever. Rates quoted shall be the net rate inclusive of all materials, labour, all taxes and duties, sales tax, service tax, labour cess as per latest Government regulations etc.

- 10. The Bid Documents complete in all respect should be placed in envelope duly sealed & super scribing the applicant's name, name of the work and date of opening of the tender should be deposited in the tender box in the office of Rail Neer Plant site Office, IRCTC Ltd., Jan Aahar, Platform No. 1, Station Building, Bilaspur Railway Station, Bilaspur, Chattisgarh provided for the purpose in the office by the date and time specified above. Tender duly sealed in the prescribed manner can also be sent through registered post so as to reach this office not later than date and time specified above. Any tender received after the specified time is liable to be rejected.
- 11. Tenderer(s) may carefully note that their contract agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse points came to light subsequently. The decision of purchaser in this regard shall be final and binding.
- 12. **Omissions and Discrepancies** Should a tenderer find discrepancies in, or omissions from the drawings or any of Tender Forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect 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.
- 13. IRCTC reserves its right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.

# SPECIAL CONDITIONS OF TENDER

- 1. The bid document with all the conditions / notices and the drawings shall form part of the contract document. Submission of tender implies that the tenderer has made himself aware of the scope and specification of works, conditions at the site, nature of site with access and information as to the risk / contingencies which may influence their tender and no extra charges consequent on any misconception / misunderstanding shall be allowed.
- 2. **Earnest Money** (a) The tender shall be required to deposit earnest money of **Rs. 35,000** /- (**Rupees thirty five thousand only**) with the Tender for the due performance with the stipulation to keep the offer open till such date as specified in the Tender, under the conditions of Tender. The Earnest Money should be in the form of demand drafts in favour of **IRCTC Limited** drawn on any Scheduled Bank payable at Delhi. Tender(s) not accompanied by full earnest money, in the requisite manner, as aforesaid, shall under no circumstances be entertained and **will summarily be rejected** at the time of opening itself without further reference to the tenderer(s).
- 3. The employer does not bind himself to accept the lowest or any tender and reserves to himself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so. Tender containing any condition leading to unknown / indefinite liabilities is liable to be rejected.
- 4. Failure of the successful Bidder to comply with the requirement of performance bank guarantee shall constitute sufficient grounds for the annulment of the award in which event IRCTC Ltd. may make the award to the next evaluated bidder or call for new bids.
- 5. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
- 6. **Execution of Contract Documents** The successful tenderer(s) shall be required to execute an agreement with the IRCTC for carrying out the work according to general condition of contract, special conditions/specifications annexed to the tender and specifications for work
- 7. **Partnership deeds, Power of Attorney Etc.** The tender shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The IRCTC will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

- 8. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinguish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 9. The Tenderer(s) shall also submit a list of court cases filed and number of Arbitration's in progress as demanded by him from the IRCTC or other clients, during the three years proceeding from the date of opening of this tender. In the event of the Tenderer not giving this information, the IRCTC shall compile such data in the said format from available records and the Tenderer(s) shall have no right to question the correctness or completeness of such data.
- 10. **OPENING OF TENDER:** Tenders will be opened at the time and place mentioned in documents. The date and time of opening may be postponed at the sole discretion of the IRCTC, if circumstances so warrant. At the time of opening, the rates and special features/conditions submitted by the tenderers will be read out in the presence of such tenderers or their authorized representatives as may choose to be present. The said authorized representatives shall produce their authority before they are allowed to participate in the opening. They shall sign the rate statement which is prepared as a result of reading out of the rates of the tenderer(s).

### 11. **NEGOTIATION:**

- 11.1 The accepting authority reserve the right to enter into negotiations with the L-1 before acceptance of the tender in order to clarify special conditions, or, reduction of rates, or, for changes in scope of the work etc, at its sole discretion. For this purpose L-1 is defined as the lowest, valid, eligible and technically acceptable tenderer who would have been otherwise considered for award of contract directly, if the rates were not unreasonably high.
- 11.2 Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal / modification of such special conditions as are given by the tenderer(s) along with their original tender.
- 11.3 Vehicles and equipments of contractors can be drafted by purchaser administration in case of accidents/natural calamities involving human lives.

- 12. Precaution to be observed for down loading of Tender Document from Internet/Website/Additional Special Conditions:
- 12.1 These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from internet /website.
- 12.2 Tenderers may note that permitting of down loading of tender document is an added facility for convenience of Tenderer's. IRCTC, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, IRCTC shall not be responsible in anyway. IRCTC shall not be responsible for any direct/indirect loss of business / profit resulting from inability to use this facility.
- 12.3 The Tenderer's shall download & print the Tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
- 12.4 The end of tender document is indicated by "END OF TENDER DOCUMENT' marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
- 12.5 Tenderers while submitting his offer must sign all pages of tender document.
- 12.6 The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The tenderer should clearly write on main tender cover and also on the top of sealed cover "Tender documents downloaded from website".
- 12.7 The Tenderer/s are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.
- 12.8 The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer's offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, IRCTC is liable to terminate the contract on contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of tender document available in the IRCTC office. In case, any discrepancy is noted in tender document

- submitted by Tenderer, the Master document kept with IRCTC shall prevail and decision of IRCTC thereon shall be final and binding on Tenderer/Contractor.
- 12.9 Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by IRCTC, if tender document is not printed or bound as per above instructions. Further Tenderer shall bear expenses of internet connection and telephone charges, if any for downloading of tender document.
- 12.10 The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by IRCTC through newspapers, website or E- mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender. Tenderer offer is liable to be rejected if they have not enclosed all the corrections / corrigendum along with downloaded tender documents.
- 12.11 The "Additional Conditions for Tender Document downloaded from Website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
- 12.12 The following declaration should be given by the Tenderer while submitting the tender.

## Declaration

I/We have downloaded the tender document from the website of IRCTC <a href="www.irctc.com">www.irctc.com</a> or CPP website <a href="eprocure.gov.in">eprocure.gov.in</a> and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered/modified, I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Tenderer

**CONTRACTOR** 

# **Articles of agreement**

Articles of agreement made thisday of2013 between the INDIAN RAILWAY
<b>CATERING AND TOURISM CORPORATION LIMITED</b> , a company incorporated under the Companies Act, 1956, having its registered office at 9 <sup>th</sup> floor, Bank of Baroda Building 16, Parliament
Street, New Delhi 110001, hereinafter referred to as <b>EMPLOYER</b> , which expression shall unless
repugnant to the context include its successors and assigns and persons for the time being of the
management of the IRCTC Ltd. OF THE <b>ONE PART.</b>
management of the INC1C Ltd. Of THE ONE TIME.
And M/s hereinafter called the <b>CONTRACTOR</b> which
expression shall include his / their respective Heirs, successors, executors, administrators and assigns of the <b>other part</b> .
of the other part.
Whereas the Employer is desirous of getting the workname of the work
done and has invited tender as per tender document vide letter no
contractor $M/s$ has participated & submitted the tender for the work
of "name of work" and IRCTC has accepted their aforesaid tender &
awarded the contract vide letter no
unequivocally accepted by contractor vide their acceptance given on letter of work order thereby
contractor has agreed to execute, upon and subject to the conditions set forth herein and to the
conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and
schedule of quantities and Conditions of Contract (all contained in bid document of which are collectively hereinafter referred to as the said conditions), the works shown upon the said drawings
and / or described in the said schedule of quantities at the respective rates herein set forth amounting to
the sum as therein arrived at or such other sum as shall become payable there under (hereinafter
referred to as 'the said contract amount').
10101100 to the case constitute announce of the constitution of th
NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE
TO FOLLOW:-
In consideration of the said Contract amount to be paid at the time and in the manner set forth in the
said conditions, execute and complete the work shown upon the drawings and described in the said
specifications and the schedule of quantities.
The Foundation shall need the Contractor the social Contract consent on each other consent all become
The Employer shall pay the Contractor the said Contract amount or such other sum shall become
payable at the times and in the manner hereinafter specified in the said conditions.
The said Conditions and Appendix thereto shall be read and construed as forming part of this
agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions
and perform the agreements on their part respectively in the said conditions contained.
The term "the Architects" in the said conditions shall mean
, or in the event of their ceasing to be the
Architect for the purpose of this Contract such other person or persons as shall be nominated for the
purpose by the Employer.

The plans, agreement and documents mentioned herein shall form the basis of this and the decision of the said architects for the time being as mentioned in the said conditions, in reference to all matters of dispute as to materials and workmanship be final and binding on both parties.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The contractor shall be responsible for the co-ordination of the work of other contractors / sub contractors etc., The respective contractors shall work harmoniously and afford reasonable facility to each other as circumstances required.

In all matters of co-ordination the Architects decision shall be final and binding on all parties.

The employer reserves to himself the right of altering drawings and nature of the work, adding to or omitting any item of work from the contract or having portion of the same carried out through other agencies without prejudice to this contract.

Time shall be conside	red as the essence of this agreement and the contractor hereby agrees to
commence the work so	on after the site is handed over to him or from the fourteenth day of the date
of issue of formal work	order as provided for in the said conditions and to complete the entire work
within	nevertheless to the provisions for extension of time.
All payments by the en	ployer under this contract shall be made only at New Delhi.
Further all disputes ari	sing out of or in any way connected with this agreement shall be deemed to
have arisen in New D	elhi and only courts in New Delhi shall have jurisdiction to entertain and
determine the same.	
The several parts of thi	s contract have been read by us and fully under stood by us
In witness where of the	e parties hereto have set their respective hands the day and the year in above

Signed by the said contractor.

Signed by the Employer

In the presence of

In the presence of:

Address:

Occupation:

Occupation:

# TENDER APPLICATION

Group General Manager (Rail Neer Projects), IRCTC Ltd., 12<sup>th</sup> Floor, A wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001

have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our earnest money. I/We offer to do this work of "Pre- Engineered Building works for the construction of Rail Neer Plant at Bilaspur (Near Arpa river) Chattisgarh at the rates quoted by us in the schedule and hereby bind myself/ourselves to complete the work in all respects within 4 months from the date of issue of letter of acceptance of tender.
I/We also hereby agree to abide by the General Condition of Contract and to carry out the work according to the Special Conditions of Contract and specifications for material and works as laid down by the IRCTC Ltd.
1. A sum of Rs.35,000 /- is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if I/We resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the IRCTC Ltd. during a period of 90 (Ninety) days from the date of opening of tender.
2. The amount of earnest money in the form of DD favouring "IRCTC Ltd.", payable at New Delhi vide No dated is attached. I/we have clearly noted that the earnest money in the form of Bank Guarantee Bond is not acceptable.
3. Until a formal agreement is prepared and executed, the issuance of acceptance of the our tendered rates shall constitute a binding contract between us as per the terms & conditions of the tender document subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of my/our offer for this work.
4. We also understand that the quantities of various items of works will be finalized by IRCTC in consultation with the consultant and user department and the work will be executed by us as per final decision of IRCTC and claim will be as per actual quantity executed and as per rates quoted in the tender without any extra claim. We are therefore agreeable in case some of the items are deleted from the scope without making any claim/damages.
Signature of the Tenderer/s
Tenderer/s Address (complete postal address to be given)

I / We	am / are desirous of
being considered for price bid for the work of "Pre- Engineered Building works	s for the construction
of Rail Neer Plant at Bilaspur (Near Arpa river) Chattisgarh" and hereby appl	ly for the same. I/we
give the following details for your consideration:	

Sl. No.	Item	Information to be filled in by applicant
1.	Name of the firm / contractor	
2.	Full Address	
3.	Telephone Number: office	
	Residence	
	Fax No.	
	E-Mail address	
4. (i)	What is the constitution of firm viz. Sole	
	Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.	
(ii)	Enclose copy of Affidavit as per appendix A-2 in case of sole proprietorship.	
(iii)	Enclose copy of partnership deed/ article of association and statement as per Appendix A-3	
5.	Has the applicant or any of his partners or Directors been black listed or banned in the past by any Central or State Government Deptt.,/Organization?	
6.	List of similar works carried out by the firm is to be given with supporting documents.	
7.	Whether registered with sales tax authorities. Furnish no. and latest sales tax clearance certificate.	
8.	PAN No. of individual / firm.	
9.	TIN No. of firm	
10.	Any other information the applicant might like to give including list of technical staff etc.	

# **DECLARATION**

I/We agree to notify the officer accepting this application and of Indian Railway Catering & Tourism Corporation Limited, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that Indian Railway Catering & Tourism Corporation Limited has the right to suspend, remove or blacklist my / our name from Indian Railway Catering & Tourism Corporation Limited list of contractors in the event of my / our submitting non-bonafide tenders or for technical or other delinquency in regard to which the decision of appropriate Indian Railway Catering & Tourism Corporation Limited Authority, shall be final and conclusive.

I / We certify that the particulars furnished in the enrolment forms are correct and that should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my / our subsequent amalgamation with another contractor or firm, the Indian Railway Catering & Tourism

subsequent amargamation with another contractor of firm, the indian Kanway Catering & Tourish
Corporation Limited may remove my / our name from the list of contractors and any contract that
I/We may be holding at the time may be rescinded.
PLACE:

DATE:

SIGNATURE & SEAL OF APPLICANT / TENDERER

# AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM

On Non-Judicial Stamp Paper of appropriate value in case the individual who is the sole proprietor of the firm)
I,S/o
Ageyears, occupation business R/o
That I am residing in
That I am the sole proprietor of a proprietary concern name and style as '' having its office at
District dealing in the business of Government's/Private's civil contracts and ancillary works attached therefor.
Hence this affidavit.
Deponent

Note: This Affidavit should be notarized.

# CONSTITUTION OF FIRM – SOLE PROPRIETORSHIP/PARTNERSHIP/LTD.CO./OTHER

# **DETAILS OF CONSTITUENTS**

S.No.	Name of Individual/ Partners / Directors of Firm / Co.	% Share	Technical / Professional Experience As Employee or as contractor (from year to year)	Whether power of attorney Holder
(1)	(2)	(3)	(4)	(5)

SIGNATURE & SEAL OF CONTRACTOR

# GENERAL CONDITIONS OF CONTRACT

## 1. **Definitions**

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between IRCTC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from by the IRCTC / Consultant time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1 **'IRCTC** means Indian Railway Catering and Tourism Corporation Ltd.(IRCTC) constituted under Section 3 of the Act and having its Registered & Corporate Office at 9<sup>th</sup> Floor, Bank of Baroda Building, 16, Parliament Street, New Delhi 110 001and includes its representatives, successors and assigns.
- 1.2 **'Corporate Office'** means the Corporate Office of the IRCTC and includes any other offices as prescribed by IRCTC from time to time for that purpose.
- 1.3 **'Sanctioning Authority'** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the IRCTC.
- 1.4 **'Site Engineer'** means an Engineer appointed by the IRCTC as their representative to give instructions and supervise the work of the contractor at site.
- 1.5 **'The Contractor or Contractors'** means the firm or agency or company or individual engaged by the IRCTC to execute the work. It shall also include their legal representative(s), successors or assigns.
- **a. Tender** The 'Tender' shall mean and includes the notice inviting Tender, the terms and conditions of contract (Packet A and Packet B), the schedule of items / quantities or Bill(s) of quantities, the specifications (General and Particular), drawings, design(s) if any, the Schedule of Rates (if and as referred to in the documents), the Time Schedule and any other Schedule (s) and annexures attached thereto shall be complementary to each other.
- b. **'Contract value'** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- c. **'Works' or 'work'** means the permanent or temporary work(s) described in the 'Scope of Work' and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- d. **Temporary work**: 'Temporary Works' shall mean all temporary works of every kind required in or around the works required for the proper execution, completion or maintenance of the works.

- e. **'The Site'** means the premises, into or through which work is to be executed under the contract or any adjacent premises which may be allotted or used for the purpose of carrying out the contract.
- f. **'Drawings'** means the drawings prepared by the IRCTC/Consultant and issued by the Consultant / Site Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the IRCTC / Consultant / Site Engineer from time to time.
- g. **'Specifications'** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the IRCTC / Consultant time to time.
- h. **'Market Rate'** means the rate as decided by the IRCTC on the recommendations of the Consultant based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- 1.6 **'Schedule(s)'** referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- 1.7 **'Local Controlling Authority'** means the Local Municipal Authority or any other appropriate statutory authority viz. Town Planning Department, Town Development Authority, Town/City Improvement Trust, Electricity Board, Water and Sewerage Department, Civil Aviation Authority, High-rise Building Committee, Lift Inspectorate, Telephone Department, Pollution Control Board, Fire Board and any other authorities as the case may be according to whose rules and regulations a building within its jurisdiction is to be designed and approval of the drawings to be obtained.
- 1.8 **'Month'** means calendar month.
- 1.9 **'Week'** means seven consecutive days.
- 1.10 **'Day'** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

# 2.0 **Scope and performance**

The contractor shall carry out complete work in every respect and upkeep the same till final acceptance strictly accordance with this contract and with the directions of and to the satisfaction of the Employer. The Consultant at the directions of the Employer from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Employer/Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications should be brought to the notice of IRCTC/Consultant before taking up the work.

### 3.0 Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

# 3.1 **Inspection of Site**

The Contractor shall inspect and examine the "Site" and its surroundings and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so for as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

# 4.0 **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

# 5.0 Electricity for the Works

The contractors shall make his own arrangements for obtaining electric services connection for construction purposes from the Electricity authorities. The responsibilities of obtaining the service connection and bearing all incidental expenses thereof, laying of service cables / overhead lines, fixing and maintaining energy meters, switches, connections etc., including payments to the electricity authorities for the power consumed shall fully rest with the contractor. The contractor shall ensure that all electrical installation carried out by him for construction purposes shall be, in strict conformity with the prevailing rules and regulations of the electricity authority.

# 6.0 Payments of charges for Services Connections:

Except in the case of permanent service connection to the proposed works (water supply, drainage and electricity) obtained for the beneficial use of the Client, all temporary water & electrical service connection obtained by the contractor for construction purposes shall be obtained at the contractor's expenses and any payment towards connection fee or license fee and consumption charged by the authority concerned shall be borne by the contractor.

# 7.0 RATES FOR PAYMENT

The rates given in the BOQ tendered by the contractor and as accepted by the IRCTC Ltd will form the basis of payment for such items under this contract.

- 7.1 The payment terms will be as under:
- a) 20% of the total contract value as advance at the time of signing agreement against submission of Bank Guarantee.
- b) 60% of the contract value against the delivery of materials at site.
- c) 20% of the contract value against completion of erection of shed work.
- 7.2 No material price variation or wages escalation on any account whatsoever shall be payable under the contract.

- 7.3 The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the contractor my be called upon to do by IRCTC Ltd shall be fixed by the supplementary written agreement between the contractor and the IRCTC Ltd before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed, the IRCTC Ltd may execute these works by making alternative arrangements. IRCTC Ltd will not be responsible for any loss or damages on this account.
- 7.4 It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials shall be paid for by the IRCTC Ltd and the rates quoted by the tenderer/s shall be inclusive of all these charges.
- 7.5 Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the latest CPWD Standard Schedule of Rates.
- 7.6 The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority.
  No items of work requiring non-schedule rates will be carried out unless ordered to do so by the IRCTC.
- 7.7 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

# 8 Discrepancies and Adjustment of Errors

- 8.1 The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.
- 8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 8.3 Unless otherwise specified, CPWD Specifications 1996 volume I VI with up to date corrections slips and Revised CPWD Specifications 2002 for cement mortar, cement concrete and RCC works shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, general and special conditions of contract, particular specifications for individual items of work and I.S. Codes etc., the following order of preference shall be observed:
- i) Description of items as given in Schedule of quantities.
- ii) Special conditions of contract
- iii) General Conditions of contract
- iv) Particular specifications.
- iv) CPWD Specifications.

- v) I.S. Codes.
- vi) Decision of Employer / Site Engineer.

## 9.0 Work Order

Within the validity period of the tender, the Employer shall issue a work order by registered post or otherwise dispatching at the address of the contractor as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

### 9.1 Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

# 10.0 Language

The language in which the contract documents shall be drawn shall be English.

# 11.0 Earnest Money Deposit (EMD)

The tenderer shall furnish EMD of Rs 35,000/- (Rupees thirty five thousand only) in the form of DD in favour of IRCTC Ltd. drawn on any Scheduled Bank payable at Delhi. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the work is taken without interest. The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the contractor fails to enter into a formal agreement or fails to commence the work within the stipulated time.

# 12.0 Security Deposit/ Retention money

Security deposit of **5% of contract value** shall be paid through demand draft within 15 days from the date of issue of letter of acceptance.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in Demand Draft / Banker's cheque / Pay order of a Scheduled Bank endorsed in favour of IRCTC, any sum or sums which may have been deducted from his security deposit.

Security deposit shall be refunded at the end of defects liability period of one year provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract or after deducting

the expenditure incurred by the Employer to get the defects repaired, if any, intimated to the contractor during the defects liability period of one year.

### 13.0 **Performance Guarantee**

- (i) The successful tender shall furnish performance guarantee in the form of bank guarantee to IRCTC Ltd for an amount of 5% of the **contract** price valid up to the stipulated date of completion plus **two (2) months** beyond that. The first payment will be released subject to the production of this document.
- (ii) Failure of the successful Bidder to comply with the requirement of above shall constitute sufficient grounds for the annulment of the award in which event IRCTC Ltd may make the award to the next evaluated bidder or call for new bids.

The proceeds of the performance guarantee shall be payable to IRCTC Ltd as compensation resulting from the Vendor's failures to complete its obligation under the contract. The Performance guarantee Deposit would be refunded after the successful completion of contract and no interest would be paid.

## 14.0 **Secured Advance**

**No secured advance** will be paid for any of the materials brought to site for carrying out the works under this contract.

### 15.0 **Mobilisation Advance**

20% of contract amount will be paid at the time of signing the agreement against submission of Bank Guarantee.

## 16.0 **Escalation**

No escalation and payment due to increase in material prices / wages will be made to the contractor. The rates quoted by the contractor shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

# 17.0 **Detailed drawings and instructions**

The IRCTC through its Architect/Consultant shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for proper execution of the work at site. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall on receipt of the work order prepare and submit a detailed programme schedule indicating therein the date of start and completion of various activities to IRCTC through its Architect /Consultant.

# 18.0 **Ownership of drawings**

All drawings, specifications and copies thereof furnished by IRCTC through its Architect/Consultant are the properties of IRCTC. They are not to be used on other work.

# 19.0 **Setting out Work**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same including correctness of the positions, levels, dimensions, and alignment of all parts thereof. The contractor shall get it approved from the IRCTC/Consultant before commencing and proceeding with the work. If at any time, any error in this respect appears during the progress of the works, irrespective of the fact that the layout had been approved by the IRCTC/Consultant, the contractor shall be responsible for the same. The contractor shall at his own expenses rectify such error, if so, required to satisfaction of the Architect/Consultant.

# 20.0 Materials, Appliances and Employees

The contractor shall, at his own expense, provide all materials, required for the works and no material required for carrying out the work shall be supplied by IRCTC.

# 21.0 Quality of Materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with IRCTC's / Consultant's /Site Engineer's instructions and shall be from time to time subject to such tests as the Employer / Consultant/Site Engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Architect/Consultant/ Site Engineer. A list indicating names of various approved brands has been attached with the tender.

The contractor shall, wherever, applicable use material as per the approved brand only.

# 22.0 Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Architect/Consultant and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of execution.

# 23.0 Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Architect/Consultant including all the superior officers, officer of the Quality Control Organisation of the Board and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

In such case, IRCTC on the recommendations of Architect/Consultant may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as IRCTC on the recommendations of Architect/Consultant may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the items and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or remove and re-executed at the risk and cost of the contractor. Decision of the Employer to be conveyed in writing in respect of the same will be final and binding on the contractor.

# 24.0 Contractor to supply tools & plants etc.

The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Architect/Consultant as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

# 25.0 **Protection of works and property**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect IRCTC's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control.

He shall take adequate care and steps for protection of the other floors and adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the contractors and Employer.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

## 26.0 Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or sublet the contract or any part or contract thereof or interest therein without the written consent of IRCTC through IRCTC and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

The contract shall not be assigned or sublet without the written approval of IRCTC. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the

employment of the Architect/Consultant or if any such officer or person shall become in any way directly or indirectly interested in the contract, IRCTC shall have power to adopt any of the courses specified under clause of "when contract can be determined" hereof as IRCTC may deem best suited to the interest of IRCTC and in the event of any of these courses being adopted the consequences specified in the said Clause of shall ensure.

# 27.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/Consultant may consider necessary until the expiry of the defects liability period, stated hereto. The contractor shall depute necessary technical staff for supervision of work.

# 28.0 Quantities & variation

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the contractor shall be made as per the actual work executed based on the joint measurement and quoted unit rates for individual items.

# 29.0 Variation in quantity

The variation in quantities of various items of contracted work as per agreement rates shall be governed by the following provisions provided no vitiation in the position of tenderer take place.

- (i) For Individual major items & overall variation in contracts shall be operated within variation of plus or minus up to 25%. For overall variation beyond 25% on overall basis & for individual major items, such variation on the merit of case shall only be allowed with prior order of engineer in writing.
- (ii) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

### 30.0 Alteration/extra items

## (a) Alteration

No alteration, omission or variation ordered in writing by the IRCTC/Architect//Consultant shall vitiate the contract. In case IRCTC/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions to the contractor and the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice(s) but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by IRCTC on the recommendation of the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

# (b) Extra items

No claim for an extra item shall be allowed unless it shall have been executed under the authority of the Architect/Consultant with the concurrence of IRCTC as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced schedule of quantities.
- iii) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

### 31.0 Works to be measured

The Architect/Consultant shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Architect/Consultant, IRCTC shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Site Engineer shall be deemed to be accepted by the Contractor. All authorized extra work, omissions and all variations made shall be included in such measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

The Architect Consultant may cause either themselves or through other representative of the Architect/Consultant to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

# 32.0 Certificate of payment

The contractor shall submit interim or running account bill of Rs.20.00 lac and above for the work executed on the basis of such recorded measurements in the approved format. The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books. The Architect/Consultant shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. Payment on account of amount admissible shall be made on certification of the Architect/Consultant to which the contactor is considered entitled by way of interim payment at such rates as decided by the Architect/Consultant. The amount admissible shall be paid by 7<sup>th</sup> working day after the day of certification of the bill by the Architect/Consultant to IRCTC subject to the bill is found to be in order by IRCTC with no discrepancies. IRCTC shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

All such interim payment shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Architect/Consultant relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Architect/Consultant/Site Engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by IRCTC.

IRCTC at his sole discretion on the basis of a certificate from the Architect/Consultant to the effect that the work has been completed up to the level in question, make interim advance payments without detailed measurements for work done at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

The Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

Under section 194-C of the Income Tax Act, 1961 deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.

## 32 A: Tendered rates shall be inclusive of all taxes and levies:

Sales tax including turn over tax on works contract, octroi, royalty, toll tax, local tax, contract labour welfare cess, duties/levies as well as service tax and any other tax levied by central govt., state govt. or local bodies, as applicable on the date of quoting the rates and any change therein at a later date, shall be considered to be included in the rates quoted by the tenderer/s in the tender schedule, unless otherwise mentioned/quoted.

IRCTC Ltd. shall deduct the works contract sales tax from the contractor's bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time and remit it to concerned dept. and shall issue a certificate regarding tax so deducted on demand by the contractor.

Sales Tax/VAT, Service tax, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and purchaser shall not entertain any claim whatsoever in this respect.

The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

## 33.0 Final Measurement

The final bill shall be submitted by the contractor in the same manner as specified in interim running account bills within one month of issue of virtual completion certificate for the work.

# 34.0 Work by other agencies

The Architect/Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

# 35.0 Work in shifts and holidays

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

# 36.0 **Dismantled material Employer property**

The contractor shall treat all useful materials obtained during dismantling of the premises as IRCTC's property and such materials shall be disposed off to the best advantage of IRCTC according to the instructions in writing issued by the Architect/ Consultant.

# 37.0 **Maintenance of Registers**

The contractor shall maintain the following registers at site of work and should produce the same for inspection of the Architect/Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Govt. from time to time.

- i) Daily progress register
- ii) Site order book

# 38.0 **Permits, Laws and Regulations**

Permits and licenses required for execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give necessary notices and comply with the local regulations, laws, ordinances rules, applicable for execution of work. If the contractor performs any act which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify IRCTC against any legal actions arising there from.

The contractor shall arrange to obtain completion certificate from the relevant local authority after completion of work. The rates quoted by the contractor are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the contractor on this account.

# 39.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i. Minimum Wages Act, 1948 (Amended)
- ii. Payment of Wages Act 1936 (Amended)
- iii. Workmen's Compensation Act 1923 (Amended)
- iv. Contract Labour Regulation and Abolition Act 1970 and Central
- v. Rules ended
- vi. Apprentice Act 1961 (Amended)
- vii. Industrial Employment (Standing Order) Act 1946 (Amended)
- viii. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
  - ix. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
  - x. Shop and Establishment Act
  - xi. Any other Act or enactment relating thereto and rules framed there under from time to time.

## 39 A:

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

#### 40.0 Commencement of Works

The date of commencement of the work will be reckoned as three days from the date of issue of work order by IRCTC or from the 1<sup>st</sup> day the site is handed over / made clear for execution of work, whichever is later.

# 41.0 Compensation for delay

Time **allowed for execution of the Works** shall be strictly observed by the contractor. The entire work shall be completed within a period of 8 **months** from the date of commencement of work. If required in the contract or as directed by the Architect/ Consultant, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

If the contractor fails to maintain the required progress in terms of clause 42 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to IRCTC on account of such breach, pay as agreed compensation in the form of liquidated damages the amount calculated at the rates stipulated below:

½ % of the contract amount per week subject to a maximum of 10% of the contract amount. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this contract with IRCTC.

## 42.0 Time & extension

The time allowed for execution of the Works as per stipulated completion period or the extended time in accordance with these conditions shall be the essence of the Contract. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/ Consultant is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/ Consultant to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Architect/ Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

# 42.1 If the work(s) be delayed by:

- force majeure, or
- abnormally bad weather, or
- serious loss or damage by fire, or
- civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- delay on the part of other contractors or tradesmen engaged by IRCTC in executing work not forming part of the Contract, or
- non-availability of stores, which are the responsibility of IRCTC to supply or
- non-availability or breakdown of tools & plants to be supplied or supplied by IRCTC or
- Any other causes which, in the absolute discretion of the IRCTC is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to IRCTC through the Architect/Consultant but shall nevertheless use constantly his

best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Architect/Consultant to proceed with the works.

- a) Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within two days of the happening of the event causing delay. The Contractor may indicate in such a request the period for which extension is desired.
- b) In any such case, the IRCTC on the basis of recommendations of the Architect/Consultant will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by IRCTC in writing, within 7 days of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by IRCTC and this shall be binding on the contractor.
- 42.2 In the event of any failure or delay by the purchaser to hand over the Contractor possession of the site/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 purchaser due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore but in any such case, the purchaser may grant such extension or extensions of the completion date as may be considered reasonable.

# 43.0 Virtual Completion Certificate (VCC)

Soon after the completion of the work, the contactor shall give notice of such completion to the Architect/Consultant and within 3 days of the receipt of such notice, the Architect/Consultant shall inspect the work and if there is no defect in the work, the Architect/Consultant on behalf of the IRCTC shall furnish the contractor with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued.

On successful completion of entire works covered by the contract to the full satisfaction of IRCTC, the contractor shall ensure that the following works are also completed to the satisfaction of the Employer.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Employer and not incorporated in the permanent works.
  - c) Remove all rubbish, debris etc. from the site as required by IRCTC.
  - d) Shall put IRCTC in undisputed custody and possession of the site.
  - e) Shall hand over the work in a peaceful manner to IRCTC.
  - f) All defects/imperfections have been attended and rectified as pointed out by the Architect/Consultant to the full satisfaction of IRCTC.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant for virtual completion of the work. The Architect/Consultant shall within seven (7) days of the receipt of the application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to IRCTC's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of IRCTC against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

### 44.0 When Contract can be determined

Subject to other provisions contained in this clause, IRCTC may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases

# 45.0 **Suspension of work**

- i) The contractor shall, on receipt of the order in writing of IRCTC (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as the Architect/Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
  - a) On account any default on the part of the contractor, or
  - b) For proper execution of the works or part thereof for reasons other than the default of th contractor, or
  - c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

If the works or part thereof is suspended on the orders of IRCTC for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on IRCTC requiring permission within fifteen days from receipt by IRCTC of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by IRCTC or where it affects whole of the works, as an abandonment of the works by IRCTC, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to IRCTC. In the event of the contractor treating the suspension as an abandonment of the contract IRCTC, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

He shall, however, be entitled to such compensation, as IRCTC on the recommendations of the Architect/Consultant may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided, the contractor submits his claim supported by details to IRCTC within 30 days of the expiry of the period of 3 months.

# 46.0 Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, IRCTC decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, IRCTC shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

# 47.0 Cancellation of contract in full or part in Events of default

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the contractor in the following events:

# If contractor:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Architect/ Consultant; or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Architect/Consultant; or
- fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by IRCTC or
- iv) In event of the contractor being convicted by the court of law under criminal procedure code or any other law.
- v) In the event of proprietor or firm being judged insolvent, or any proceedings for liquidation or composition under insolvency Act, or the firm dissolved under the Indian Partnership Act or the Contractor being a company, if the company shall pass any resolution to wind up business either compulsorily or voluntarily or is convicted by any court of law.
- vi) Repudiation of agreement by contractor or otherwise evidence of intention not bound by agreement,
- vii) Failure to comply with any statutory law or non-payment of any of the statutory taxes.

IRCTC shall be entitled to forfeit the whole or in part of the security deposit / performance guarantee besides terminating the agreement.

The Consultant / Site Engineer shall on such cancellation by IRCTC have powers to:

Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and / or

Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, IRCTC through the Architect/Consultant shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by IRCTC. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by IRCTC in completing the works or part of the works or the excess loss or damages suffered or may be suffered by IRCTC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IRCTC in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, IRCTC shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to IRCTC and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by IRCTC of the works or part of the works is less than the amount which the contactor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

# 48.0 **Settlement of Disputes and Arbitration**

- 48.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:
- 48.2 If the contractor considers any work demanded from him to be outside of the contract, or disputes any drawings, record or decision given in writing by the Site Engineer/Consultant in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Group General Manager/Rail Neer/Projects or any other officer nominated by him, in writing for written instruction or decision. Thereupon, the said authority shall give his written instruction or decision within a period of one week from the receipt of the contractor's letter.
- 48.3 **Arbitrations:** All and any dispute and difference arising out of or relating to this agreement including enforcement and interpretation of its terms shall be resolved initially through joint discussion between the parties. In case the dispute is not resolved through joint discussions within 30 days of its having arisen, the said dispute shall be referred to the Arbitration of a Sole arbitrator who shall be an officer of IRCTC or any

other person to be appointed by Managing Director / IRCTC after a request is made in writing by the Contractor or IRCTC. The decision of the Arbitrator shall be final and binding on both the Parties. The language of Arbitration shall be English and venue New Delhi. All disputes shall be subjected to the jurisdiction of the Courts at New Delhi only. The fee are payable to the arbitrator shall be governed by instructions No 2011/IRCTC/CO/Legal/App. Arbitrator dated 05.09.2012, and shall be shared equally by both the parties.

- 48.4 The work under the contract shall however continue during the arbitration proceedings and no payment payable to the contractor relating to the disputed items shall be withheld on account of such proceedings.
- 48.5 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection made under para 48.2 above by the IRCTC on the appeal.
- 48.6 It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the IRCTC that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the IRCTC shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the purpose of this clause such notice is deemed to been received by the contractor within two days of posting of the letter by IRCTC or delivered by hand immediately after receipt thereof by the contractor whichever is earlier. Further a letter signed by the officials of the IRCTC that the letter was posted to the contractor shall be conclusive.
- 48.7 The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996(26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 48.8 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him

# 49.0 Force Majeure

- 49.1 Neither contractor not IRCTC shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 49.2 As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 49.3 From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 49.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

50.0 **Liability and Indemnity:** The bidder agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the "Indemnified Persons") and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by IRCTC arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the Bidder, its employees, agents, representatives.

# 51.0 Peaceful handing over of the premises

It shall be the responsibility of the contractor to see that the premises under furnishing is not occupied by anybody unauthorisedly during execution of work and is handed over to the Employer with vacant possession of complete furnishing. If such premises though completed is occupied illegally, then the Employer shall have the option to refuse to accept the said premises in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to justification and quantum and be binding on the contractor.

However, the Employer through a notice may require the contractor to remove the illegal occupation any time on or before completion and delivery of the work.

# 52.0 Contractor liable for damages, defects during defects liability period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of virtual completion certificate issued by the Employer/Consultant on behalf of the Employer as aforesaid arising out of defect or improper materials or workmanship, the contractor shall, upon receipt of a notice in writing on that behalf through the Employer/Consultant, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit. The 50% of the security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the virtual completion certificate.

## 53.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer / Consultant. The contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

# 54.0 With-holding and lien in respect of sums due from contractor

Whenever any claim or claims for payment of sum of money arises out of or under the contract or against the contractor, the Employer 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 Employer shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts

referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator 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 above and notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer 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.

# 55.0 Compensation during warlike situations

The work (whether fully completed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from Employer to the effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Employer / Consultant to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Employer / Consultant, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for.

In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Employer through the Employer/Consultant. The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

# 56.0 Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Employer may, in his direction, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

57.0	Jurisdiction of Court
57.1	Jurisdiction of court will be Delhi only.
Signatu	are of the tenderer/s
Addres	s

# TECHNICAL SPECIFICATIONS AND STANDARDS

	Section 1: Building Description								
Type of building: Tapered Column Multi Span Building									
1									
2	Width (m)	36.00 mtr o/o							
3	Length (m)	49 mtr o/o							
4	Clear Height (m)	5.6 mtr							
5	Bay spacing (m)	7.00 mtr							
6	Roof Slope	1:10							
7	Width Module (m)	2 @ 18.00 mtr,							
8	Type of End Frames	Both Ends: Ridge frames							
9	Bracing type	Diagonal							
10	Roof sheeting	0.47 TCT bare Galvalume Hi-rib roofs with self drilling fasteners. Material shall be AZ150gsm/550Mpa) steel conforming to AS standard.							
11	Wall Cladding	0.50 mm TCT Standard <b>SMP</b> Coated Galvalume sheets AZ150gsm/550  Mpa structural grad of steel (55% aluminium + 45% zinc coating) conforms to AS standard and fixed with self drilling fasteners.  Sheeted both sides of the building above brick wall height 3.0 mtr from FFL.							
12	Gable ends	Sheeted both sides of the building above brick wall height 3.0 mtr from FFL.							
13	Brick Wall	Sheeted both sides of the building above brick wall height 3.0 mtr from FFL.							
	Canopy	4 Nos. Canopy on opening with 7.00 mtr x 2 mtr projected.							
	Frame Opening	4 Nos. frame openings 4 mtr wide x 4 mtr ht.							
	<b>Gutter and Down takes</b>	Eave gutter and down spouts Metal.							
17	Day light panel on roof	2mm Thick of FRP sheet 4% on roof.							
18	All material i.e. column & rafter duly shot blasted to SA 2.5 than Red oxide primer 35 to 55 micron and 2 coats of synthetic paints shall be applied on structure. One coat of paint shall be done in factory and one at site at the time of erection.								
19	Accessories	All flashing & corners considered.							

Design Loads: (Refer to Section 2 'Applicable Codes').						
1	Design Dead Load (kg/m <sup>2</sup> ) on roof	15				
2	Design Live Load (kg/m <sup>2</sup> ) on frame	75				
3	Wind Speed (kmph)	39 m/s				
4	Collateral Load (kN/m <sup>2</sup> )	None				
5	Snow Load (kN/m <sup>2</sup> )	None				
6	Earthquake Zone	As per IS:1893-2002				

Deflection criteria:						
1	Vertical	L/180				
2	Lateral	EH/150				

Roof &	Roof & Wall Sheeting						
1	Roof Panel	0.47 mm TCT Bare Galvalume Hi rib sheets.					
2	Wall Panel	0.50 mm TCT SMP Coated Hi rib Profile Galvalume sheets.					

# **Section 2: Applicable Codes**

The building is to be designed in accordance with the following codes:

- (i) Loads on the building are applied in accordance with: MBMA
- (ii) Hot rolled sections and built up sections are designed in accordance with: AISC
- (iii) Cold formed members are designed in accordance with: AISI
- (iv) Welding is applied in accordance with:

The Edition (2006) of **Structural Welding Code - Steel (AWS D1.1M: 2006**) By American Welding Society (**AWS**) 550 NW LeJeune Road, Miami, FL 33126, USA

(v) Wind Speed is calculated in accordance with:

IS 875 (Part 3): 1987 Code of practice for Design Loads

(vi) Seismic Load is calculated in accordance with:

IS 1893 (Part 1): 2002 CRITERIA FOR EARTHQUAKE RESISTANT DESIGN OF STRUCTURES

# **Section 3: General Material Specifications**

The following is the list of the standard material and specifications for which the building components have been designed:

Mate	erial Specifications	:				
No.	Material	S	Specific ations	Minimum Strength		
1	Built-Up Memb (Primary and se		ASTM A 572M Grade 345 Type 1 Hi-tensile steel	$F_y = 34.5$ $kN/cm^2$		
	<b>Hot-Rolled Mem</b>	bers				
2	Channels		IS 2062/ 1999 Grade B	$F_y = 24.5 \text{ kN/cm}^2$		
2	Pipes	Handrails	ASTM A 53M Type E or S Grade A Or IS: 2062	$F_y = 20.5 \text{ kN/cm}^2$		
3	Cold Formed Sec	condary Mer	mbers (Purlins/Side girts )			
	Galvanised Steel		ASTM A 607 Grade 50	$F_y = 34.5 \text{ kN/cm}^2$		
4	Sheeting & Lines	Panels				
	Zincalume Steel		ASTM A 792M Grade 550, AZ/150	$F_y = 55.0 \text{ kN/cm}^2$		
5	X-Bracing Memb	oers				
	Rod bracing		Or IS :2062 Grade A Or DIN 933 ST52_3			
			Or ASTM A 36M (or) its Equivalent	$F_u = 40.0 \text{kN/cm}^2$		
	Angle bracing		IS 2062/ 1999 Grade A or B	$F_u = 24.8 \text{ kN/cm}^2$		
6	Anchor Bolts		IS: 2062	$F_y = 25.0 \text{ kN/cm}^2$ $F_u = 40.0 \text{ kN/cm}^2$		
7	High Strength Bolts		ASTM A 325M Class 8.8 Type 1 (or) its Equivalent	$F_u = 83.0 \text{ kN/cm}^2$		
8	Machine/founda	ntion Bolts	DIN 933 Class 4.6 / 4.8 (or) its Equivalent	$F_u = 40.0 \text{ kN/cm}^2$		
			Electro Plated Yellow Chromate			

Fy = Yield Strength, Fu = Ultimate Tensile Strength

### **Section 4: Steel Work Finish**

# 4.1 Primary Steel

All primary steel members will be cleaned and painted at factory with one coat of Red Oxide primer of 35 microns DFT.

# 4.2 Secondary Steel

Roof Purlins, wall grits and eave struts shall be cold formed sections from cold rolled steel coils.

All other secondary steel members (Wind columns, Base angles, Angle, Clips, Brace Rod, Gable angles, Flange stays and other small misc. items) will be cleaned and painted at factory with one coat of **primer** of 35 microns DFT.

## **Section 6: Erection works**

- a. Unloading of all supplied materials at job site from containers/trailers immediately upon the arrival of goods at site. Cleaning the empty container (if applicable) and sending it back.
- b. Storing of all steel supplied material at job site.
- c. Supply of skilled manpower.
- d. Supply of tools and equipment for the erection works.
- e. Erection of primary, secondary steel framing.
- f. Touch-up of paint due to erection damage.
- g. Cleaning-up of site on work completion.

# **Price Schedule (Schedule of quantities)**

To,

Group General Manager (Rail Neer Projects), IRCTC Ltd., 12<sup>th</sup> Floor, A wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001

**Sub:** Submission of price schedule for PEB works for the construction of Rail Neer Plant at Bilaspur (Near Arpa river), Chattisgarh.

	Description	Quantity	unit	Rate in figures (in Rs.)	Rate in words (in rupees)	Total (in Rs.)
1	Design, detailed engineering, manufacturing, supply/ transportation and erection of Pre-Engineered Building consisting of metal framed structure, metal roof system, metal wall claddings, gutters & down spouts, trims etc including all the accessories required for completion of the building as per details and specifications given in tender document.					
	i) Supply of materials	1764	sqm			
	ii) Erection of PEB shed	1764	sqm			
		Total				

1)	The offer	price	is	inclusive	of all	taxes	and	duties	as	applicable.
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- 2) I/We accept the payment terms given as under:
  - i) **20%** of the total contract value as advance at the time of signing agreement against submission of Bank Guarantee.
  - ii) 60% of the contract value against the delivery of materials at site.
  - iii) 20% of the contract value against completion of erection of shed work.
- 3) I/We accept the terms and conditions that have been clearly understood by me/us.
- 4) I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason.
- 5) In case of discrepancy in the rate amount quoted in words and figures the amount quoted in words shall be considered final.

words shall be consi	dered final.		
Date			
Place			Contractor/bidder

......End of the Tender Document.....