



IRCTC

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Enterprise – Mini Ratna)

CIN No. U74899DL1999GOI101707

Website : www.irctc.com

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E-TENDER DOCUMENT

(TWO PACKET)

(Technical Bid – Packet A)

(E-tender No. 2018/IRCTC/WZ/RNP/ABH/CSR – Kakole, Dated : 31/08/2018)

Name of the work :

“Laying of Pipe line to supply water to Kakole Village, Ambernath”

Pre-Bid Meeting	On 29/10/2018 at 11.00 hrs
Address & Place for pre-bid meeting & E-tender opening venue	Office of the Group General Manager – West Zone, Indian Railway Catering & Tourism Corporation Ltd, 2 nd Floor, New Administration Building, D.N.Road, CSMT, Mumbai- 400001
Last Date and Time of Submission of Bids (Packet A & Packet B)	19.11.2018 at 15.00 hrs
Date and Time of Opening of Technical Bid	19.11.2018 at 15.30 hrs
Earnest Money Deposit (EMD)	Rs. 44,000/- through NEFT only.
Estimated Value of e-tender	Rs. 21,97,265/-
Defect liability period	12 months
Cost of E-tender Document	<u>Rs. 3000/- + GST</u> E-tender Document can be viewed from the website www.tenderwizard.com/IRCTC or www.irctc.com . The payment for E-tender Document & EMD has to be done through NEFT only..

NOTE : Bidders are requested to see for any Corrigendum/addendums issued in regard to this E-tender document till the date of opening of e-tender on the website www.tenderwizard.com/IRCTC or www.irctc.com, and to use updated e-tender form only, failing which the e-tender is likely to be rejected.

Bidders should confirm that they have received all the above papers. All the documents submitted has to be duly signed by the bidder while submitting their bids. This Open E-tender document contains 77 pages.

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DISCLAIMER

1. The information contained in this E-tender is being provided by IRCTC for the open e-tender purposes of enabling the Bidders to participate and submit a bid in response to this e-tender. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this E-tender, or the BiddingProcess.
2. The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This E-tender may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this E-tender may not be complete, accurate, adequate or correct. Each bidder should therefore, conduct its own diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain an independent advice from appropriate sources.
4. Nothing in this e-tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the bidders in connection with the preparation or submission of their bid. IRCTC reserves the right to amend this e-tender or its terms and any information contained herein or to cancel the bidding process or altogether abandon the project at any time by notice, in writing to the bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
5. IRCTC may in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.
6. Laws of the Republic of India are applicable to this e-tender.
7. Each Bidder's acceptance of delivery of this E-tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this E-tender, the recipient agrees that this E-tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED
(A Government of India Enterprise)
E-TENDER

1. E-TENDER NOTICE

Sealed Open E-tenders in prescribed format are invited by Group General Manager – West Zone, Indian Railway Catering & Tourism Corporation Ltd, 2nd Floor, new Admin. Bldg. D.N. Road, CSMT, Mumbai-400001 in Two Packet System (Packet A & Packet B) from eligible civil contractors fulfilling qualifying criteria stipulated in Open E-tender bid document for the work of :

“Laying of Pipe line to supply water to Kakole village, Ambernath, District – Thane, Maharashtra”

The estimated cost of the work is Rs. 21,97,265/- (Approximately)

Completion Period: 120 days.

The E-tender document can be viewed from IRCTC website www.irctc.com or www.tenderwizard.com/IRCTC

Online E-Tenders shall be received by Indian Railway Catering and Tourism Corporation Limited, up to 15:00 hrs. on or before 19.11.2018 and the same shall be opened on the same day. E-Tenders received after last date and time shall not be entertained.

For GGM, West Zone,
IRCTC 2nd Floor, New Admin. Bldg.
D.N. Road, CSMT
Mumbai-400001

2. NOTICE INVITING E-TENDER

1. IRCTC Ltd invites E-tenders in Two Packet System on prescribed online formats from eligible civil contractors fulfilling qualifying criteria stipulated in E-tender bid document for the work of “Laying of pipe line to supply water to Kakole village, Ambernath, District – Thane, Maharashtra”.

Name of work	Laying of pipe line to supply water to Kakole village, Ambernath, District – Thane, Maharashtra
Estimated cost of the work	Rs. 21,97,265/- (Approximately)
EMD	Rs. 44,000/- to be paid through NEFT. (Packet A)
Cost of e-tender document	Rs. 3000/- + GST (to be paid through NEFT) Packet A
Completion period	120 Days
Date and time of opening of e-tender	at 15.30 Hrs. on [19/11/2018]

2. ELIGIBILITY CRITERIA:

Eligibility of the applicants shall be assessed based on the Essential Qualifying criteria And other credentials as given in the E-tender documents under the chapter essential Qualifying Criteria.

E-tender Document (non-transferable) embodying terms and conditions can be viewed from IRCTC website www.irctc.com or www.tenderwizard.com/IRCTC

3. PRE-BID MEETING

The prebid meeting will be held at 11.00 hrs. on 29.10.2018 at IRCTC's office in “IRCTC West Zone Office, 2nd Floor, New Admin. Bldg., D.N. Road, CSMT, Mumbai-400001.

The e-tenderers are required to submit questions, if any, in writing to reach the office of the Group General Manager / West Zone, Mumbai -400001 not later than three day before the meeting.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that has been informed to IRCTC in advance & will be cleared in the prebid meeting.

Any modifications of the Open E-tender Document which may become necessary as a result of the Pre-bid Meeting shall be made exclusively through the issue of Corrigendum/addendums & will duly be informed through IRCTC e-tender site www.tenderwizard.com/IRCTC or through irctc.com.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of an e-tenderer.

4. AMENDMENT OF E-TENDER DOCUMENT

Before the deadline for submission of e-tenders, the Open E-tender Document may be modified by IRCTC Ltd. by issue of Addendum/ corrigendum. Such addendum(s)/ corrigendum(s) (if any) would be updated vide online mode only. Any e-tender submitted online without considering the purpose of the addendum(s)/corrigendum(s) (if any) shall summarily be rejected.

5. EARNEST MONEY

E-tender should be accompanied by Earnest Money of Rs. 44,000/- [Rs. Fourty Four Thousand only] through NEFT only. Any E-tender not accompanied by Earnest Money in the form as specified in e-tender documents shall not be considered and shall be summarily rejected.

6. SUBMISSION OF E-TENDER:

This E-Tender is based on Two bid system i.e. Technical bid and Financial bid
Bidding System

Method of submission of bid

- i. These e-tender should be submitted online in two bid marked as "PACKET – A" and "PACKET –B"
- ii. Packet–A is the Technical bid and Packet–B is the financial bid.
- iii. Packet–A which is the technical offer, will be opened first at given date.
- iv. Packet – B which is the Financial offer, will be opened only after Scrutiny of participants on the basis of Packet – A. "Packet B" of only eligible participants will be opened.
- v. Technical bid (Packet A) for "Laying of pipe line to supply water to Kakole village, Ambernath, District – Thane, Maharashtra" and Financial bid (Packet B) for "Laying of pipe line to supply water to Kakole village, Ambernath, District – Thane, Maharashtra"
- vi. **To participate in the E- Tender, it is mandatory for the bidders to register them selves with M/s ITI with out any payment on the website www.tenderwizard.com/IRCTC and obtain User ID & password which is required for submitting the tender. This may please be noted.**
- vi. **For submission of bid, Class-III digital signature is required.**

7 E-tender shall contain the following:

PACKET A

- i. Earnest Money Deposit to be paid through NEFT only.
- ii. Cost of e-tender document to be paid through NEFT only.
- iii. All the pages of E-tender Document and corrigendum/addendum, if any, duly signed digitally and stamped by the Authorised signatory of the bidder.
- iv. The certificates & documents in support of essential qualifying conditions should be attested by the bidder.
- v. Statements as per appendices
All documents enclosed, in support of Technical Criteria mentioned in Packet – "A", should be self attested.

PACKET B

Price (Financial) Bid: Financial bid shall contain the BOQ and it should be submitted duly quoting the rates, signed and sealed in separate envelope (page 73 to 77).

1. Online E-Tenders shall be received by Indian Railway Catering and Tourism Corporation Limited, up to 15:00 hrs. on or before **19.11.2018** and the same shall be opened on the same day. E-Tenders received after last date and time shall not be entertained.
2. This E-Tender consists of two parts – **Technical Bid - Part A** and **Financial Bid – Part B**. The Bids should be submitted in two separate stages following the procedure laid down in the clause 7 of submission E-Tenderers.
3. All prices and other information like documents etc. having a bearing on the prices shall be written both in figures and words in the prescribed E-Tender schedule. In case difference between the value quoted in words and figures, **the value quoted in words shall be taken for evaluation of offer.**
4. E-Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount / rates should be filled in figures as well as in words. Correction / Omission / Overwriting / Cuttings should be dated and initialed. Being different in words and figures, the rate written in words shall be taken for calculation.
5. The E-Tender should be signed at all places provided therein. Also all pages and corrections / alterations should be initialed. Each page of the E-Tender documents is required to be signed along with the seal by the authorized person / persons submitting the E-Tender in token of his / their having acquainted themselves with the Instructions to E-Tenderers, Standard Conditions of Contract, Special Conditions of Contract, Technical Specifications, Technical Criteria, Schedule of quantities.
6. The E-Tender shall remain open for acceptance for 90 days from the date of opening of E-Tender.
7. Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any / all E-Tenders without assigning any reason.
8. The Notice Inviting E-Tender and the enclosed Specifications, Instructions to E-Tenderers, Standard Conditions, Special Conditions, Technical Criteria, Offer Forms, and E-Tender Schedule shall form the part of E-Tender Documents. This document consists of **77 pages** including one index page and one cover Page.
9. **Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same. In case of any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com_helpdesk no.011-49424365/Cell no: 8800907637 (Shri. Krunal Balu Mahajan)/ E-mail ID: twhelpdesk996@gmail.com.**
10. This Tender Document can only be viewed and downloaded from

<https://www.irctc.com>, and <https://www.tenderwizard.com/IRCTC> and will be submitted/ received online at <https://www.tenderwizard.com/IRCTC> only.

11. To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI by submitting one time annual registration.

8.0 LATE E-TENDER / DELAYED E-TENDER:

E-tenders would not be accepted online beyond the specified date and time scheduled for submission. Time extension would not be allowed on bidders account.

E-TENDER VALIDITY

The E-tender shall be valid for a period of 90 days from the due date for submission of E-tender or any extended date decided by IRCTC.

For & on behalf of
IRCTC LTD
Group General Manager/West Zone

3. SCOPE OF WORK:

The proposed work is of Laying of pipe line to supply water to Kakole village, Ambernath at District – Thane, Maharashtra.

The proposed Laying of pipeline work will be done from existing MIDC line to Kakole Village in Ambernath . All the allied work like making site good after completion of work are required to be done properly . Proposed work will broadly include (details in the pricebid):

- i. Excavation in all types of soil
- ii. Providing and Laying PCC
- iii. Laying Pipe as per specification
- iv. Providing support pedestals at required positions
- v. Providing Valves etc as per requirement
- vi. Back filling and making site good to handover

4. ESSENTIAL QUALIFYING CRITERIA

1. Work Experience/Technical Competence

The bidder should have successfully completed at least one single work for a minimum value of 15,00,000/- (Rs Fifteen Lakhs) of similar nature in three financial years 2015-16, 2016-17, 2017-18. Certificate in support of above must be attached as per Appendix – A3 (page 21) in the absence of certificate of work (completion certificate) experience will not be counted.

Notes:

The similar works shall mean “Providing and Laying Pipe Line”

The contractor should submit performance certificates in reference to executed works above from clients for having successfully completed similar work/s in financial years 2015-16, 2016-17, 2017-18. & should submit the details of such similar completed works as per the format at Appendix-A/3.

- Credential certificates issued by Govt. Organizations/ Semi Govt. Organizations/Public Sector Undertakings/ Autonomous bodies of Central/State Governments shall only be accepted for assessing the eligibility of a E-tenderer/bidder. **In case of private organizations the past experience in similar nature of work completed shall be considered only if, supported by attested copies of TDS certificates.**

2. Financial strength/Capability

The e-tenderer has received total contractual payments against all completed/ongoing civil works of all types (not confined to only similar works) during each of financial years 2015-16, 2016-17 & 2017-18 of a value not less than Rs. 33,00,000/- (150% of the advertised cost of work). Authentic certificates like Form 16A issued by Payment Disbursing Authority and copy of income tax returns (other than Private Individual), audited balance sheet showing **contractual receipts from Govt/Semi Govt. organization duly certified by the Chartered accountant etc. for each Financial Year that receipts of above stated value are from civil contracts / works. CA shall also certify the income tax returns.**

3. Other criteria

- a. The e-tenderer should submit self attested copy of Audited Balance Sheet for the financial year 2015-16, 2016-17 and audited/provisional balance sheet for financial year 2017-18.
- b. Certificate of GSTIN Number: - Attested copy of the Certificate or Registration of GSTIN Number. Copy of VAT & Service Tax Registration certificate (for the year 2015-16, 2016-17).
- c. PAN Number (copy of PAN card)
- d. **An undertaking may be issued that "the bidder should not have been black listed by any Central/State Government Department/ Public Undertakings or Enterprises of Central/State Government".**

4. MANPOWER, PLANT & MACHINERY(INFORMATORY)

E-tender inviting authority at its own discretion may specify the minimum requirement and may accordingly call for additional information in regard to organizational resources and/or availability of requisite tools plants and machinery for the subject work. In this case, the e-tenderer/s shall submit the following documents along with his/their e-tender

- a. List of plant and machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work. (To be attached separately on a plane paper)
- b. A list of personnel, organization available on hand and proposed to be engaged for the subject work (Appendix A-4)

Essential for evaluation of packet A

"Packet A" will be evaluated only after fulfilling minimum of the given requirement as mentioned below, failing which the offer will be summarily rejected and no correspondence will be made in this regard :

1. Earnest Money of Rs. 44,000/- (Rupees Fourty Four Thousand Only) through NEFT only
2. Cost of E-tender of Rs. 3000/- + GST (to be paid through NEFT)
3. Working experience as per sub para 1 of para 4.
4. Turnover as per sub para 2 of para 4.

Note:

- (i) In case of Para 1 & 2 above, supportive documents / certificates from the organizations with whom they worked/are working should be enclosed.
 - (ii) **Certificates from the private individuals for whom such works have been executed/being executed shall not be accepted.**
5. Declaration of the Bidder
Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have
- a) Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
 - b) Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

- c) Their business black listed by any Central/State Government Department/ Public Undertakings or Enterprises of Central/State Government.
- d) Not submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
- e) A declaration to the above effect in the form of affidavit on stamp paper of Rs. 200/- duly attested by Notary/Magistrate should be submitted as per format given in Appendix-A-5.

Note: During e-tender evaluation, IRCTC may, at its discretion, ask the E-tenderer for a clarification of its e-tender. The request for clarification and response shall be in writing, and no change in the price or substance of the e-tender shall be sought, offered or permitted.

5. INSTRUCTIONS TO E-TENDERERS

(E-TENDERER(S) SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS BEFORE FILLING UP THE OPEN E-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 labor etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the IRCTC in any circumstances.**
2. The E-Tender should be digitally signed at all places provided therein as an acceptance. Also all pages and corrections / alterations should be initialed. Each page of the E-Tender documents is required to be signed along with the seal by the authorized person / persons submitting the E-Tender in token of his / their having acquainted themselves with the Instructions to E-Tenderers, Standard Conditions of Contract, Special Conditions of Contract, Technical Specifications, Technical Criteria, Schedule of quantities.
3. Over writing is not permitted. Failure to comply with either of these conditions will render the Open E-tender void. **No advice of any change in rate or conditions after the opening of the Open E-tender will be entertained.**
4. E-tenderer(s) should submit the requisite certificates and testimonials along with the E-tender document in support of qualifying eligibility criteria & for their credential etc:
5. For judging the work experience and financial capability, only those works which have been executed for the Govt. or PSUs & govt autonomous organizations shall be considered and the e-tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal. The photo copies of certificates and testimonials may be submitted. The IRCTC reserves the right to verify the correctness of certificates & testimonials in such a manner they consider fit and appropriate. **Certificates from private individuals/organisation will not be accepted unless supported by TDS certificate.**
6. Partnership deeds, Power of Attorney Etc.–The E-tenderer shall clearly specify whether the Open E-tender is submitted on his own or on behalf of a partnership concern. If the Open E-tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the Open E-tender and authorization to sign the Open E-tender documents on behalf of partnership firm. If these documents are not enclosed along with Open E-tender documents, the Open E-tender will be treated as having been submitted by individual signing the Open E-tender documents. The IRCTC will not be bound by any power of attorney granted by the e-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.
7. In case of Company, the signing individual(s) should be Director(s) or Company Secretary of the company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum and Articles of Association. A copy of such resolution duly selfattested and certified copy of Memorandum and Articles of Association and certificate of incorporation of the company should be enclosed with the offer.
8. The applicant should submit complete set of documents in support of information furnished in the Bid document. The e-tender(s) may please note that their offer will be evaluated as per the credential/documents attached by the e-tender(s) along with OpenE-tender.
9. “JVs/ Consortiums/ MOU's shall not be considered.”

10. Rate quoted by the contractor in item rate e-tendered 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.
11. 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 etc. as per latest Government regulations etc.
- 12. E-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.**
13. The Earnest Money is liable to be forfeited
 - a) If after bid opening during the period of bid validity or issue of Letter of Acceptance, whichever is earlier, any e-tenderer
 - i) Withdraws his E-tender or
 - ii) Makes any modification in the terms and conditions of the E-tender which are not acceptable to the IRCTC.
 - b) In case any statement/information/document furnished by the e-tenderer is found to be incorrect or false.
 - c) Submission of fake documents / suppression of blacklisting.
 - d) In the case of a successful e-tenderer, if the e-tenderer
 - i) fails to furnish Performance Guarantee within the stipulated period
 - Special Conditions of Contract.
 - ii) Fails to commence the work within 15 days after the date of issue of Letter of Acceptance or from the date of handing over of the site, whichever is later without valid reason.

In case of forfeiture of EMD as prescribed here in above, the e-tenderer shall not be allowed to participate in the re-e-tendering process of the work

14. Omissions and Discrepancies – Should a e-tenderer find discrepancies in, or omissions from the drawings or any of Open E-tender Forms or should be in doubt as to their meaning, he should at once notify the authority inviting Open E-tenders who may send a written instruction to all E-tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the Open E-tender and the successful e-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.
15. IRCTC reserve sits right to either cancel the E-tender or reject any or all the E-tenders without assigning any reason thereof.

6. SPECIAL CONDITIONS OF E-TENDER

1. The Bid so submitted shall comprise following

PACKET A

- E-tender Document duly signed and stamped on every page.
- Requisite Earnest Money Deposit through NEFT only.
- Requisite cost of e-tender document through NEFT only.
- Affidavit for sole proprietorship, Partnership Deed and Power of Attorney duly notarised/registered.
- The certificates & documents in support of essential qualifying/eligibility criteria/conditions.
- Statements as per appendix.

PACKET B

Price (financial bid)

2. The bid document with all the conditions / notices and the drawings shall form part of the contract document. **Submission of E-tender implies that the e-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 Open E-tender and no extra charges consequent on any misconception / misunderstanding shall be allowed.**
3. IRCTC's assessment of suitability shall be final and binding. IRCTC does not bind himself to accept the lowest or any E-tender and reserves to himself the right to accept or reject any or all the E-tenders, either in whole or in part without assigning any reasons for doing so. E-tender containing any condition leading to unknown / indefinite liabilities is liable to be rejected.

4. NEGOTIATIONS:

The accepting authority reserve the right to enter into negotiations with the L-1 before acceptance of the E-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 and eligible e-tenderer who would have been otherwise considered for award of contract directly, if the rates were not unreasonably high.

Should such negotiation with the e-tenderer(s) be entered into, the e-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 e-tenderer(s) along with their original Open E-tender

E-tender Evaluation: The entire process of evaluation of the offers shall be in two stages :

7. CHECK LIST OF DOCUMENTS TO BE SUBMITTED

(Indicative Only*)

PACKET A

- i) Earnest Money Deposit (Rs. 44,000/- through NEFT only)
- ii) Cost of e-tender document (Rs. 3000 + GST through NEFT only)
- iii) Appendix –A – Company Details
- iv) Affidavit as per Appendix A-1. (If applicable)
- v) Appendix A-2 – Constitution of the bidder
- vi) Work Experience – As per format detailed in AppendixA-3
- vii) Declaration by Bidder: As per appendix A/5.
- viii) Availability of Technical Personnel i.e. Manpower– As per appendix -A/4.
- ix) List of plant and machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.
- x) Copy of Certificate of GSTIN Number.
- xi) Copy of PAN
- xii) Self attested copy of Auditor's Report along with Balance Sheet and Profit and Loss statement along with Schedules for the relevant financial year in which the minimum criterion is met.
- xiii) Declaration/Statement of facts by the bidder – As per appendix A-5
- xiv) Complete e-tender document signed and stamped on each page.
- xv) Any other document to establish the fulfilment of essential eligibility/qualifying criterion.

PACKET B

- i) Price/financialbid

*E-tenderers/bidders are requested to go through the entire e-tender document and ensure submission of all relevant documents as described anywhere in the document. The above list is indicative only and not exhaustive.

8. E-TENDER APPLICATION

GGM/West Zone,
IRCTC Ltd,
Mumbai 400 001

I/We (authorized representative of the firm)-----
----- have read the various conditions to E-tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this Open E-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 “Laying of pipe line to supply water, to Kakole village, Ambernath, Dist.- Thane, Maharashtra” at the rates quoted by us in the Financial Bid schedule and hereby bind myself / ourselves to complete the work in all respects within [120 days] from the date of issue of letter of acceptance of E-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. The earnest money amount of Rs.44,000/-. 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 E-tender.
2. Until a formal agreement is prepared and executed, the issuance of acceptance of our e-tendered rates shall constitute a binding contract between us as per the terms & conditions of the E-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.
3. We also understand that the quantities of various items of works will be finalized by IRCTC in consultation with the consultant and as per site requirement 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 E-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 E-tenderer/s

E-tenderer/s Address (complete postal address to be given)

9. ENCLOSURES [Appendix]

COMPANY DETAILS: [Appendix- A]

I/We.....am /
are desirous of being considered for price bid for the work of “Laying of pipe line to supply water to kakole village, Ambernath, Dist.- Thane, Maharashtra” and hereby apply for the same. I/we give the following details for your consideration:

Sl. No.	Item	Information to be filled in or statement given separately duly signed by applicant
	GENERAL INFORMATION	
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-1 in case of sole proprietorship.	
(iii)	Enclose copy of partnership deed, article of association for partnership firm and statement as per appendix A-2.	
(iv)	In case of Company, the signing individual(s) should be Director(s), Manager or Secretary of the company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum and Articles of Association. A copy of such resolution duly self attested and certified copy of Memorandum and Articles of Association and certificate of incorporation of the company, Certificate for commencement of business should be enclosed with the offer.	
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 Dept./Organization ?	YES / NO

6.	Statement as per Appendix A-3. Note: List of only similar works carried out by the firm is to be given.	
7.	<p><u>Essential Requirement :</u></p> <p>a) EMD of Rs. 44,000/-</p> <p>b) E-tender Document cost Rs. 3000/- + GST</p> <p>c) Working Experience as per sub para 1 of para 4</p> <p>d) Turn over as per sub para 2 of para 4</p>	<p>Transaction ID :</p> <p>Transaction ID :</p>
8.	Whether registered with GST authorities. Furnish GST no.	
9.	PAN No. of individual / firm.	
10.	CIN NO. (In case of company)	
11.	Any other information the applicant might like to give including list of technical staff etc.	

Signature & Seal of applicant

10. **AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM:**

Appendix A- 1

(On Non-Judicial Stamp Paper of appropriate value in case the individual who is the sole proprietor of the firm)

I.....S/o.....

Age.....years, occupation _____R/O.....

Do hereby state on oath as under :

That I am residing in

locality of DistrictSince last..... years.

That I am the sole proprietor of a proprietary concern name and style as “.....”
having its office at..... Dist.....

dealing in the business of Government’s/Private’s civil contracts and ancillary works attached
therefore.

The Firm has not been banned by any Central/State Government Department/ Public
Undertakings or Enterprises of Central/State Government.

Hence this affidavit.

Deponent

Note: This Affidavit should be notarized.

11. CONSTITUTION OF FIRM – SOLE
PARTNERSHIP/LTD.CO. [AppendixA-2]

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)

In case of partnership please enclose partnership registration certificate and in case of company please enclose incorporation certificate with ROC.

The Firm has not been banned by any Central/State Government Department/ Public Undertakings or Enterprises of Central/State Government.

SIGNATURE & SEAL OF CONTRACTOR

12. LIST OF ALL SIMILAR NATURE WORKS COMPLETED
[AppendixA-3]

[DURING FINANCIAL YEARS 2015-16, 2016-17, 2017-18]

Sr No	Name of work & Nature of work	Client /organization for whom work was carried out (Name & Address)	Agreement No. & Date	Contract Amount (Rs.inLacs)	Is copy of agreement / acceptance letter enclosed?	Value of work as per final bill (Rs. In Lacs)	Date of start of work	Date of Completion of work	Penalty levied for delay of completion, if any	Copy of Completion Certificate from Client / Org enclosed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

SIGNATURE & SEAL OF CONTRACTOR

13. AVAILABILITY OF TECHNICAL PERSONNEL/STAFF
PROPOSED FOR THE PROJECT: [Appendix A-4]

Sl. No.	Position to be held	Name of prime candidate & alternate candidate	Age	Technical Qualifications	Relevant experience in years	Emoluments/ likely emoluments
1	2	3	4	5	6	7
	Project Manager –1 No.					
	Site Engineer - 2					
	Electrical /Other Engineer					

SIGNATURE & SEAL OF CONTRACTOR

14. **STATEMENT OF FACTS BY BIDDER [Appendix-A/5]**

(Affidavit on Non-Judicial Stamp Paper of 100/- duly attested by Notary / Magistrate)

This is to certify that We, M/s. _____,
in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) No Central/State Government Department/Public Sector Undertaking or Enterprise of Central / State Government has banned/suspended business dealings with us as on date.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) List of Similar Works satisfying Qualification Criterion indicated in Proforma 1 does not include any work which has been carried out by us through a Subcontractor on a back to back basis.
- vi) The information and documents submitted with the E-tender and those to be submitted subsequently by way of clarifications / making good deficient documents are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vii) We understand that in case any statement/information/document furnished by us to be furnished by us in connection with this offer, is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.

SEAL AND SIGNATURE & NAME OF THE BIDDER

15. STANDARD GENERAL CONDITIONS OF CONTRACT

FOR USE IN CONNECTION WITH WORKS CONTRACTS DEFINITIONS AND INTERPRETATION

Definitions and Abbreviations

‘The Contract’ means the documents forming the e-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.

‘IRCTC’ means Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) constituted under Section 3 of the Act and having its Registered & Corporate Office at 11th Floor Statesman House, B-148, Barakhamba Road, New Delhi and includes its representatives, successors and assigns.

‘Corporate Office’ means the Corporate Office of the Board and includes any other offices as prescribed by the Board from time to time for that purpose.

‘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 Board.

“Employer” means IRCTC and includes its representatives, successors and assigns.

‘Site Engineer’ means an Engineer appointed by the IRCTC through the IRCTC as their representative to give instructions and supervise the work of the contractor at site.

"Contractor" shall mean the Person/Firm/Co-operative Society or Company who enters into the contract with IRCTC and shall include their executors, administrators, successors and permitted assigns.

"Contract" shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the e-tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and E-tender Forms, if any.

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

"Specifications" shall mean the Standard Specifications for Materials & Works of IRCTC as specified by IRCTC under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.

"Schedule of Rates of IRCTC" shall mean the Schedule of Rates issued under the authority of the GGM/IRCTC from time to time.

"Drawing" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

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

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

"Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by IRCTC for the purpose of the contract.

"Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

1. Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.
2. Headings And Marginal Headings : The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATIONS

1. **Execution Co-Relation And Intent Of Contract Documents :** The contract documents are compulsory and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the IRCTC to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards.
2. If a work is transferred from the jurisdiction of one IRCTC office to another IRCTC office or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor IRCTC office/Project in the same manner & take effect in all respects as if the Contract or and the Successor IRCTC Office/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor IRCTC Office/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor IRCTC office/Project under the original contract/agreement entered into.
3. If for administrative or other reasons the contract is transferred to the Successor IRCTC office, the contract shall, notwithstanding any things contained herein contrary thereto, be binding on the Contractor and the Successor IRCTC office in the same manner and take effect in all respects as if the Contractor and the Successor IRCTC office had been parties thereto from the date of this contract.
4. **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
5. **Compliance To Regulations And Bye-Laws :** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that maybe necessitated by so confirming give to the Engineer notices specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
6. **Communications To Be In Writing:** All notices, communications, reference and complaints made by IRCTC or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
7. **Service Of Notices On Contractors :** The Contractor shall furnish to the Engineer in charge/Officer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the engineer in charge.

8. Occupation And Use Of Land: No land belonging to or in the possession of the IRCTC shall be occupied by the Contractor without the permission of the IRCTC. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non IRCTC / non Railway bodies/persons are permitted to use IRCTC premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
9. Assignment or Subletting Of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the IRCTC. Any breach of this condition shall entitle the IRCTC to rescind the contract under Clause no. 4 of Determination of Contract (pg 51) of these Conditions and also render the contractor liable for payment to IRCTC in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub- contractor and IRCTC and shall not relieve the Contractor of any responsibility under the Contract.
- 10. Deleted**
11. Travel Tickets / Railway Passes: No free travel tickets / Railway passes shall be issued by IRCTC to the Contractor or any of his employee/worker.
- 12. Deleted**
- 13. Deleted**
14. Representation On Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer in charge and orders given by the Engineer in charge or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle IRCTC to rescind the contract under Clause 4 in Determination of Contract of these Conditions (pg 51).
15. Relics And Treasures: All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of IRCTC and the Contractor shall duly preserve the same to the satisfaction of IRCTC and shall from time to time deliver the same to such person or persons as IRCTC may appoint to receive the same.
16. Excavated Material : The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the IRCTC provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
17. Indemnity By Contractors: The Contractor shall indemnify and save harmless IRCTC from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRCTC by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation

under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

18. **Security Deposit :** The Earnest Money deposited by the Contractor with his tender will be retained by the IRCTC as part of Security for the due and faithful fulfillment of the contract by the contractor. The balance to makeup the Security Deposit, the rates for which are given below, may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, IRCTC may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% value of the contract.

19. **Recovery of Security Deposit :** Unless otherwise specified in the Special/Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :

- a) Security Deposit for each work should be 5% of the contract value,
- b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered.
- c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG(except Note (ii) below), FD etc. shall be accepted towards Security Deposit.
- d) Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and afterpassing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to IRCTC against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

Note :

- a. After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

20. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

21. Performance Guarantee :

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30(thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 18% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

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

- i) Irrevocable Bank Guarantee of the State Bank of India or of any of the Nationalized

Banks or Demand Draft drawn in favour of Indian Railway Catering & Tourism Corporation Limited, Payable at Mumbai.

c) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days

d) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

e) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the e-tender for executing the balance work. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the e-tender for the balance work in his/her individual capacity or as a partner of any other partnership firm.

f) The engineer shall not make a claim under the Performance Guarantee except for amounts to which IRCTC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of IRCTC.

22. Force Majeure Clause : If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the work has been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by

giving notice to the other party.

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

- i) **Extension Due To Modification :** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- ii) **Extension For Delay Not Due To IRCTC or Contractor :** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of IRCTC's employees or by other contractor employed by the IRCTC in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the IRCTC for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same reasonable having quantum of work and shall grant such extension of time as in his opinion is regard to the nature and period of delay and the time of quantum of work effected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- iii) **Extension For Delay Due to IRCTC :** In the event of any failure or delay by IRCTC to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the work or to provide the necessary drawings or instructions or any other delay caused by IRCTC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefor, but in any such case, IRCTC may grant such extension or extensions of the completion date as may be considered reasonable.

Extension of time For delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 21 (force majeure), IRCTC may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the

Engineer may decide. On such extension IRCTC will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.

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

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

Further, competent authority while granting extension to the currency of contract under Clause 20 (B) of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case.

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

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

24. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of IRCTC and if he shall do so TC shall be entitled forth with to rescind the contract and all other contracts with the IRCTC. Any question or dispute as to the commission or any such offence or compensation payable to the IRCTC under this Clause shall be settled by the competent authority at IRCTC, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

25. Further the General Conditions of the below mentioned link to be incorporated :

<http://www.rwf.indianrailways.gov.in/works/uploads/files/Misc/StoresDept/All%20Purchase%20Orders%20Released/IRStandardGCCJuly2014300614.pdf>

EXECUTION OF WORKS

1. **Contractor's Understanding :** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be counteracted, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
2. **Commencement Of Works :** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer in charge and shall proceed with the same with due expedition and without delay
3. **Accepted Programme Of Work :** Contractors have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
4. **Setting Out Of Works :** The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
5. **Compliance to Engineer's Instructions:** The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
6. **Alterations To Be Authorized :** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under instructions from the Engineer, and the Contractor shall be responsible to obtain

such instructions in each and every case in writing from the Engineer.

7. Extra Works : Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of IRCTC.
8. Separate Contracts In Connection With Works : IRCTC shall have the right to let other contracts in connection with the works. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor work depends for proper execution or result upon the work of another contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
9. Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:
 - a. **Failure of the Engineer's representative to disapprove any work for materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.**
 - b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
10. Adherence To Specifications And Drawings: The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to IRCTC.
11. Drawings And Specifications Of The Works : The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative
12. Ownership Of Drawings And Specifications : All Drawings and Specifications and copies thereof furnished by the IRCTC to the Contractor are deemed to be the property of the IRCTC. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to IRCTC on completion of the work or termination of the Contract.
13. Compliance With Contractor's Request For Details : The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the

proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

- 14 **Meaning And Intent Of Specification And Drawings :** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to Group General Manager / IRCTC who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 15 **Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
- 16 **Damage To IRCTC Property Or Private Life And Property :** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of IRCTC or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by IRCTC and this although all reasonable and proper precautions may have been taken by the Contractor, and in case IRCTC shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which IRCTC may incur in reference thereto, shall be charged to the Contractor. IRCTC shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable toward mitigation of the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
- 17 **Sheds, Stores Houses And Yards:** The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, store-houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.
- 18 **Provision Of Efficient And Competent Staff At Work Sites By The Contractor:** The Contractor shall place and keep on the works at all times efficient and competent

staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

- 19 The Contractor shall at once remove from the works any agent, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle IRCTC to rescind the contract under Clause 4 pg 51 of these conditions.
- 20 Deployment Of Qualified Engineers At Work Sites By The Contractor:
- i) The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
 - ii) In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the IRCTC through separate instructions from time to time for the default period for the provisions, as contained in Para 19.i)
 - iii) No. of qualified engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the e-tender documents as 'special condition of contract' by the e-tender inviting authority."
- 21 Workmanship And Testing : The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer in charge according to the instructions and directions which the Contractors may from time to time receive from the Engineer in charge. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.
- 22 Removal Of Improper Work And Materials : The Engineer or the Engineer's Representative shall be entitled to order from time to time:
- i) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings
 - ii) the substitution of proper and suitable materials, and
 - iii) the removal and proper re-execution, not with standing any previous tests therefor on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case

of default on the part of the Contractor in carrying out such order, IRCTC shall be entitled to rescind the contract under Clause 4 in determination of Contract (Pg 51).

- 23 Facilities For Inspection : The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 24 Examination Of Work Before Covering Up : The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.
- 25 Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on IRCTC land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed : if the contractor's labour refuse to vacate, and have to be rejected by IRCTC, necessary expenses incurred by IRCTC in connection there with shall be borne by the contractor.
- 26 Contractor To Supply Water For Works : Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 27 Water Supply From existing System : IRCTC may assist in water supply connection to the Contractor from existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by IRCTC and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 28 **Deleted**
- i) Contractor To Arrange Supply Of Electric Power For Works : Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.
- ii) **Deleted**

- 29 **Property In Materials And Plant :** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the IRCTC. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of IRCTC and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall IRCTC be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
- 30 **Tools, Plant And Materials Supplied By IRCTC :** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to IRCTC and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 31 **Deleted**
- 32 **Precaution During Progress Of Works :** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 33 **Roads And Water Courses :** Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 34 **Provision Of Access To Premises :** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and

with such vigour so that the traffic way be impeded for as short a time as possible.

- 35 **Safety Of Public :** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or IRCTC property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work.
- 36 **Use of Explosives:** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify IRCTC in respect thereof.
- 37 **Suspension Of Works :** The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:
- Provided for in the contract, or
- Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- Necessary for the safety of the works or any part thereof.
- 38 The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 39 **Suspension Lasting More Than 3 Months :** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.
- 40 **Rates For Items Of Works :** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may

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

- 41 Demurrage And Wharfage Dues : Demurrage charges calculated in accordance with the scale in force for the time being on IRCTC and incurred by the Contractor failing to load or unload any goods of materials within the time allowed by IRCTC for loading as also wharfage charges, of materials not removed in time as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of IRCTC and shall be deducted from any sums which may become due to him in terms of the contracts.
- 42 Rates For Extra Items Of Works : Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the e-tender percentage and such items are not contained in the latter, at before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, IRCTC shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.
- 43 Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore- mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Group General Manager/IRCTC within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. Competent authority's decision after hearing both the parties in the matter would be final and binding on the Contractor and IRCTC.
- 44 Handing Over Of Works: The Contractor shall be bound to hand over the works executed under the contract to IRCTC complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.
- 45 Clearance Of Site On Completion : On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a

workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, IRCTC shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

- 46 Modification to Contract to Be In Writing: In the event of any of the provisions of the contract requiring be modifying after the contract documents have been signed, the modifications shall be made in writing and signing by IRCTC and the Contractor and nowork shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms there of shall be deemed conditional and shall not be binding on IRCTC unless and until the same is incorporated in a formal instrument and signed by the IRCTC and the Contractor, and till then IRCTC shall have the right to repudiate such arrangements.
- 47 Powers of Modification To Contract : The Engineer on behalf of IRCTC shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 48 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- 49 In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 50 In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.
- 51 Valuation Of Variations : The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originallyand expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

52 Variations In Quantities During Execution Of Works Contracts : The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- i) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- ii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating afresh e-tender. If floating a fresh e-tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of Group General Manager IRCTC/Competent Authority nominated by IRCTC.
 - i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular e-tender;
 - ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular e-tender;
 - iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular e-tender.
 - b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh e-tenders or by negotiating with existing contractor, with prior personal concurrence and approval of competent authority

CLAIMS

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

1. Quantities in Schedule Annexed To Contract: The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.
2. Measurement of Works: The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the IRCTC. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is Two, the quantities shall be calculated to two places of decimals. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:
 - (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
 - (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
3. On account payment will be made two times during the currency of the contract and thereafter final payment will be made after successful completion of work.
 - First payment after completion of 30% of work duly certified by an authorized person/officer of IRCTC.
 - Second payment after completion of 30% of work duly certified by an authorized person/officer of IRCTC.
 - Rest full and final payment after completion of 40% (or extended) of work duly certified by an authorized person/officer of IRCTC. From every payment 10% will be retained as Security Deposit and will be released as per laid down terms and conditions of the e-tender.
4. Rounding Off Amounts : The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise

and more upto Rs.1 will be reckoned as Rs.1.

5. On Account Payments Not Prejudicial To Final Settlement : "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
6. **Deleted**
7. **Deleted**
8. **Deleted**
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10. **Deleted**
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13. **Deleted**
14. **Deleted**

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

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

17. Contractor Not Absolved By Completion Certificate : The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the

e-tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be reconsiderable from any moneys due to him under the contract.

18. **Approval Only By Maintenance Certificate :** No certificate other than maintenance certificate referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
19. **Maintenance Certificate :** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.
20. **Cessation Of IRCTC's Liability :** IRCTC shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
21. **Unfulfilled Obligations :** Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) IRCTC shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.
22. **Final Payment :** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the IRCTC in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the IRCTC for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
23. **Withholding And Lien In Respect Of Sums Claimed :** Whenever any claim or claims

for payment of a sum of money arises out of or under the contract against the contractor, IRCTC 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, IRCTC shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, IRCTC shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

24. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the IRCTC till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, IRCTC 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.

a) **Lien In Respect Of Claims in Other Contracts:**

- i) Any sum of money due and payable to the contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
2. However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor or against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
3. It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by IRCTC will be kept withheld or retained as such by IRCTC till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.
25. **Signature On Receipts For Amounts:** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to IRCTC in respect of the moneys or security

purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which IRCTC may hereafter have against the legal representative of any contractor partners or dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

26. **Wages To Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act” and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the IRCTC whether in connection with any work being executed by the Contractor or otherwise for the purpose of IRCTC such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

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

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

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

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

Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works.

If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the IRCTC deduct the same from any moneys due to the Contractor in terms of the contract. IRCTC shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by IRCTC by

way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

28. Provisions Of Contract Labour (Regulation And Abolition) Act, 1970:

- i) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify from and against any claims under the aforesaid Act and the Rules.
- ii) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- iii) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iv) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- v) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, IRCTC is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent liability of IRCTC due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, IRCTC will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of IRCTC under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, IRCTC shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/or from any sum due by IRCTC to the contractor whether under the contract or otherwise. IRCTC shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to IRCTC full security for all costs for which IRCTC might become liable in contesting such claim. The decision of IRCTC regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

30. Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:

The e-tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the e-tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

31. The contractor should have ESI, EPF registration. The contribution towards the ESI & EPF is to be made as per rules in force. The other allowances, levies as applicable to the contract are to be paid by the contractor as per the rule.

32. That the proposed award under this E-tender is on principal to principal basis wherein IRCTC will not be liable for any liability arising under the labour laws or any other law of the land,. It shall be the responsibility of the Contractor to follow labour laws and other beneficial legislation like minimum wages act etc. However, the Contractor agrees to provide the following information as directed by IRCTC on monthly basis:

- i) Name of employee
- ii) Aadhar no
- iii) Savings bank account no
- iv) EPFO no
- v) Group Insurance no, if any
- vi) PAN card no
- vii) Mobile No

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

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

35. Provision Of Mines Act: The Contractor shall observe and perform all the provisions of the

Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify IRCTC from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

36. IRCTC/Railway Not To Provide Quarters For Contractors : No quarters shall normally be provided by IRCTC for the accommodation of the Contractor or any of his staff. employed on the work. In exceptional cases where accommodation is provided to the Contractor at the IRCTC's discretion, recoveries shall be made at such rates as may be fixed by IRCTC for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.
37. Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on IRCTC/Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.
38. Compliance To Rules For Employment Of Labour : The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub-Contractors on the works.
39. Preservation Of Peace : The Contractor shall take requisite precautions and use his Best endeavors to prevent any riotous or unlawful behavior or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of IRCTC requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by IRCTC shall be recoverable from the Contractor.
40. Sanitary Arrangements : The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by IRCTC Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by IRCTC and the cost therefore recovered from the Contractor.
41. Outbreak Of Infectious Disease : The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the IRCTC Medical Authority. Should Cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by IRCTC and the cost therefore recovered from the Contractor.
42. Medical Facilities At Site : The Contractor shall provide medical facilities at the

site as may be prescribed by the Engineer on the advice of IRCTC Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

43. Use Of Intoxicants : The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
44. Restrictions On The Employment Of Retired Engineers Of Railway Services Within Two Years Of Their Retirement : The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his Security Deposit.
45. Non-Employment Of Labourers Below The Age Of 15 : The Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or sub- contractors for the execution of work.
46. Medical Certificate Of Fitness For Labour : It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
47. Period Of Validity Of Medical Fitness Certificate : A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
48. Medical Re-Examination Of Labourer : Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS :

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

DETERMINATION OF CONTRACT

- **Right Of IRCTC To Determine The Contract :** IRCTC shall be entitled to determine and terminate the contract at any time should, in the IRCTC's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from IRCTC of such determination and the reasons therefor shall be conclusive evidence thereof.
- **Payment On Determination Of Contract :** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the IRCTC shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- **Determination Of Contract Owing To Default Of Contractor:** If the Contractor should:
 - Becomes bankrupt or insolvent, or
 - Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
 - Have an execution levied on his goods or property on the works, or
 - Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
 - Abandon the contract, or
 - Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
 - Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
 - Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
 - Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
 - Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
 - Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of IRCTC or to any person on his or on their behalf in relation to the execution of his or any other contract with this Railway.
 - At any time after the e-tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the IRCTC for the time being owned and administered by IRCTC before

the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from IRCTC or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

- Fail to give at the time of submitting the said e-tender:
- The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said e-tender, or
- The correct information as to such engineers or officers obtaining permission to take employment under the Contractor, or
- Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said e-tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said e-tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.
- Then and in any of the said Clause, the Engineer on behalf of IRCTC may serve the Contractor with a notice in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, IRCTC shall be entitled after giving 48 hours' notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued.
- Right Of IRCTC After Rescission Of Contract Owing To Default Of Contractor : In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:
- The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making

necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – IRCTC/ INDIAN RAILWAY ARBITRATION RULES

- **Matters Finally Determined By IRCTC :** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to CMD/IRCTC, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contract or in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii)(B) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of IRCTC authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.
- **Demand For Arbitration:**
 - (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by IRCTC of any certificate to which the contractor may claim to be entitled to, or if IRCTC fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 5 of these Conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
 - (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or reference(s) in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference
 - (iii) (a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
b) The claimant shall submit his claim stating the facts supporting the claim along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - a) IRCTC shall submit its defence statement and counterclaim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
 - b) **Place of Arbitration :** The place of arbitration would be Mumbai only.
 - c) The parties may waive of the applicability of section 12(5) of Arbitration and Conciliation (amendment) at 2015, if they agreed to such waiver, in writing, after dispute having arisen between them, in the format given under Appendix- A-6 of these conditions.
- iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- v) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IRCTC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and IRCTC shall be

discharged and released of all liabilities under the contract in respect of these claims.

- **Obligation During Pendency Of Arbitration :** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by IRCTC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- **Appointment of Arbitrator :** Appointment of Arbitrator where applicability of Section 12(5) of Arbitration and Conciliation Act has been waived off:
- In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000 (Rupees one crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be nominated by the CMD/IRCTC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CMD.
- In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three Officers. For this purpose, IRCTC will send a panel of atleast four(4)names of Officers of one or more departments of IRCTC which may also include the name(s) of retired Railway Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the CMD.
Contractor will be asked to suggest to CMD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by IRCTC. CMD/IRCTC shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. CMD / IRCTC shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.
- Appointment of Arbitrator where applicability of section 12(5) of A&C Act has not been waived off:

The Arbitral Tribunal shall consist of a Panel of three (3) retired Officer retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the IRCTC will send a panel of at least four (4) names of retired Officer(s) empanelled to work as Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the CMD.

Contractor will be asked to suggest to CMD/IRCTC at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by IRCTC. The CMD shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the 3 arbitrators so appointed. CMD shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominee.

- If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the CMD/IRCTC fails to act without undue delay, the CMD/IRCTC shall appoint new arbitrator or arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrator had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).
- The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

- Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any regarding appointment of Arbitral Tribunal, validity of arbitration agreement jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of the Tribunal should be provided to both the parties.
- Qualifications of the Arbitrator (s)
 - a. Serving Gazetted IRCTC Officers of not below JA Grade level.

Empanelled Retired Railway Officers not below SA Grade level, three years after his date of retirement.

Age of arbitrator at the time of appointment shall be below 70 years.

16. An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
17. While appointing arbitrator(s) under Sub-Clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
18. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
19. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
20. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
21. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
22. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
23. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by IRCTC from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by IRCTC from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by IRCTC Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
24. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the arbitration proceedings under this Clause.

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

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

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

Dear Sir,

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

Yours faithfully
For and on behalf of IRCTC

CERTIFICATE OF FITNESS

1. (a) SerialNumber _

(b) Date_____

2 Name of personexamined _____

I certify that I have personally examined(name)_____

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

residingat _____

4. Sex_____

5. Residence : _____

6. Date of birth, if available, and/orcertified age

7. Physicalfitness_____

Identification marks_____

8. Reasons for:

a. refusal to grant certificate,or

b. revoking the Certificate

Signature or Left Hand
Thumb Impression of the
person Examined

Signature of Certifying
Surgeon

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

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE
INDIAN RAILWAY CATERING AND TOURISM CORPORATION
(Without Prejudice)

To,

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of IRCTC

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE
INDIAN RAILWAY CATERING AND TOURISM CORPORATION
(Without Prejudice)

To

M/s_____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of IRCTC

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
INDIAN RAILWAY CATERING AND TOURISM CORPORATION
(Without Prejudice)

No. _____

Dated _____

To _____

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of IRCTC

Signature of the e-tenderer/s _____

Address _____

27. TECHNICAL SPECIFICATIONS & STANDARDS:

GENERAL

a. Name & scope of work:-

The work is for “Laying of water pipes at Kakoli village, Ambarnath, District -Thane”. The scope of the work includes ----- at site.

b. Location of worksite

The site is located at Kakoli village, Ambarnath. The plying of heavy commercial vehicles is not permitted in daytime and all materials are to be transported during night time only. The tenderer/s is/are requested to take all these aspects into account while quoting his/their rates. No extra payment/claims shall be entertained at a later date on these accounts.

c. Number of other works shall also be in progress simultaneously in this area and the tenderer/s shall have to maintain close liaison with other agencies so that all works progress simultaneously without any problem. No claims shall be entertained on this account.

d. Work shall be carried out as per the plans/drawings supplied by the Consultants/IRCTC Ltd from time to time. In addition, instructions to carry out certain works may also be given in writing through letters or site orderbook.

e. Some of the Civil works required to be executed under this agreement, may be interlinked with certain other works to be executed by IRCTC Ltd/other agencies. As per the direction of the site in-charge, the progress of works of such items will have to be expedited or held back taking into consideration the smooth working of other agencies also without any extra cost.

f. The rates quoted by the Contractor/s shall be all inclusive through rates. The contractor within the rates quoted prepare working drawing for plumbing and electrical works and get the same approved from IRCTC/consultant before execution. This will determine the final scope of work at the site. No leads/lifts, loading/unloading, handling, rehandling, stacking at site, toll tax, octroi, sales tax, service tax and royalty or any other charges levied or leviable by the State Government or Local Bodies shall be paid by the IRCTC Ltd.

g. The contractor will not remove any surplus and released material from the site of work but will keep in the adjoining area without causing any hindrance to the traveling public/passersby. The contractor will also, at the direction of the site in charge, rehandle his material in use or likely to be used in future to relocate the same to avoid any inconvenience to other agencies working in the adjoining area or to the traveling public without any extra cost.

In case of default, IRCTC may get the work done at the cost of the contractor by giving him 24 hours notice in normal case or without any notice in case of an emergency which is causing complaints from traveling public or affecting the train operation.

h. In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of the GGM, IRCTC Ltd will be final and binding on the contractor/s.

i. MATERIAL & SPECIFICATIONS:

While executing the work, **MJP DSR 2016-17 Standard Specifications for material and works shall be followed.** In addition to this, relevant ISI Code mentioned in item description,

Special Data & Specifications issued from time to time shall also be applicable.

TRANSPORTING: Pipes shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of the ingredients. It shall be deposited, as nearly as practicable in its final position to avoid rehandling or flowing. Wet concrete discharged from each batch of mixer shall be neatly collected and transported. Remnants from earlier batches shall be rejected and removed.

a. The contractor shall arrange to transport the pipes to the laboratory and arrange to have the test results forwarded (in duplicate) directly from the laboratory to the Architects/clients engineer. The contractor shall bear all expenses in connection with the preparation of test cubes like cost of moulds, cost of concrete, labour and transportation charges to the approved laboratory etc. The charges for testing shall be paid initially by the contractor to the laboratory.

b. A register shall be maintained at site by the Architects / clients engineer with the following details entered and initialled by the contractor and the Architects / clients engineer:

- I) Date and time of casting
- (ii) The mix of concrete
- (iii) Reference to specific structural member receiving the batch of concrete from which the cubes were cast.
- (iv) Mark on cubes
- (v) Water cement ratio by weight and consistency by slump
- (vi) Crushing strengths as obtained at the end of seven days for three cubes out of a set of six and at the end of 28 days for the other three cubes.
- (vii) Laboratory in which tested and reference to test certificate
- (viii) Any other information directed by the Engineer in-charge.

STANDARD OF ACCEPTANCE:

i) Seven day's test: The average compressive strength of the three specimens tested at seven days shall satisfy the specified strengths given in Table IV, for the appropriate mix. As a guidance the difference between the maximum and the minimum strength of the three specimens shall not exceed 15% of the average strength. In case seven days test result is not satisfactory all further work structurally interlinked with the concrete represented by the samples shall be stopped unless otherwise decided by Architects / clients engineer.

ii) Twenty eight day's test : Acceptance criteria by twenty eight days shall be as follows:-

- a. If the average compressive strength of three cubes is more than the compressive strength indicated in Table IV, the concrete shall be accepted at full rates.
- b. If the average compressive strength of three cubes is less than the specified but not less than 85% of the specified strength, the concrete may be accepted at reduced rates at the discretion of the Architects / clients engineer.
- c. If the average compressive strength of three cubes is less than 85% of the specified strength, architects / clients engineer shall reject and get dismantled the defective portion of the work represented by the sample along with the structurally connected work as considered necessary at the risk and cost of the contractor.

In case of (b) and (c) Architects / clients engineer, if they so decides may order the additional tests like core test, ultrasonic test, rebound hammer test, load test of structure or part of structure etc. to be carried out. All the charges in connection with these additional tests shall be borne by the contractor. If on the basis of these additional tests the architects / clients engineer is satisfied about the structural adequacy of the concrete, he may accept the work at reduced rates.

BASIS OF QUOTATION : The contractor shall give sufficient details showing the basis of quoting the rates for the various items included in the Open E-tender, if required.

WATER SUPPLY, INTERNAL SANITARY INSTALLATIONS AND DRAINAGEWORK

GENERAL

All water supply, internal sanitary installations and drainage works shall be carried out by skilled and licensed plumbers in a manner complying in all respects with the requirements of the relevant by - laws of the Municipal or of the local bodies in whose jurisdiction the work is to be executed.

All sizes and lengths to be verified at site.

The whole of the work is to be tested at Contractor's expense at such times and in such manner as architects / clients engineer shall direct and to the latter's satisfaction. The contractor shall also make arrangements for the disinfection of all mains and tanks intended for potable water to the satisfaction of the architects / clients engineer and rates quoted shall include for the same. The mains and tanks should be thoroughly flushed with clean water after disinfection.

G.I. PIPES AND FITTINGS:

Pipes and Fittings: The pipes shall be of the class specified in the schedule of quantities and shall be of galvanised steel, welded and seamless, screwed and socketed and shall conform to the latest ISI specifications for such pipes. They shall be manufactured by a firm of repute. All fittings shall be of malleable iron galvanised fittings of approved make.

The details of screwed and socketed GI pipes regarding nominal bore thickness and weight shall be as per IS 1239 (Part - I) as under:

Nominal bores	Weight of pipe in kg/M.		
	Light	Medium	Heavy
15mm	0.96	1.23	1.46
20mm	1.42	1.59	1.91
25mm	2.03	2.46	2.99
32mm	2.61	3.17	3.87
40mm	3.29	3.65	4.47
50mm	4.18	5.17	6.24
65mm	5.92	6.63	8.02
80mm	6.98	8.64	10.30
100mm	10.20	12.40	14.70

Note : The above weights are for black pipes and theoretical weights of galvanised pipes are about 6% higher.

The pipes shall be tested to withstand a pressure of 50kg/Sq.cm without showing defects of any kind. These shall be supplied screwed with taper threads and the sockets with parallel threads.

Laying in trenches for External work : GI pipes and fittings shall be laid in trenches. The width of the trench shall be the minimum width required for the working. The pipes laid underground shall not be less than 60cm from the ground level. They shall be surrounded on all sides by approved quality material. The work of excavation and refilling shall be done as specified earlier for Cast Iron Pressure Pipes. All pipes and fittings laid below ground shall be painted with anti-corrosive bitumastic paint and wrapped with hessian and again coated with anti-corrosive bitumastic paint of approved quality. The cost of the above shall be included in contractor's rates.

All exposed GI pipes and fittings shall be painted with two coats of oil paint of approved quality, manufacture, colour and shade, over a coat of red oxide or other approved primer after cleaning thoroughly the surface of the pipes and fittings and allowed to dry. The cost of such painting shall be included in the rates quoted by the contractor.

All pipes and fittings shall be fixed truly vertical and horizontal or as directed by the architect / clients engineer. Care shall be taken to ensure that concealed GI pipes (used for external or internal work) are not laid in mortar or concrete surroundings.

Jointing : Where pipes have to be cut or re-threaded, ends shall carefully be filed out so that no obstruction to bore is offered.

In jointing the pipes, the inside of the socket and the screwed end of the pipe shall be rubbed over with white lead and few turns of hemp yarn wrapped round the screwed end of the pipe which shall then be screwed home in the socket with a pipe wrench. Care must be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing.

All GI pipes and fittings may be tested to a pressure of 7 kg per sq.cm. to ensure that pipes have proper threads and that proper materials (such as white lead and hemp) have been used in jointing. All leaky joints must be made leakproof by tightening or redoing at contractor's expense.

Testing of Installation

Before the completed installation is put into service or handed over to Owner, the installation is to be subjected to the above tests to the satisfaction of the Engineer-in-Charge. The Completed work will be taken over only if the results are acceptable to the Consultants / Owner.

COMPLETION CERTIFICATE

(TO BE FILLED IN BY CONTRACTOR)

WE CERTIFY THAT THE INSTALLATION DETAILED BELOW HAS BEEN INSTALLED BY ME/US AND THAT TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF. IT COMPLIES WITH INDIAN ELECTRICITY RULES 1956 AS WELL AS IS: 732 – 1963 CODE OF PRACTICE FOR ELECTRICAL WIRING AND INSTALLATIONS (SYSTEM VOLTAGE NOT EXCEEDING 650 VOLTS) REVISED.

Electrical Installation at _____

Voltage and system of supply _____

If the work involves installation of overhead lines and/or underground cable _____

Earthing Description of earthing electrode, size of earth, wire and number of each electrode provided _____

Test Results

- 1) Insulation resistance for the whole installation.
 - (i) between conductors---
 - (ii) between each conductor & each neutral---
 - (iii) Insulation resistance for whole installation--
- 2) Resistance of earthing electrode or earthing system---
- 3) Maximum earthing resistance of installation

Signature of supervisor
Name and Address of Supervisor

Signature of Contractor
Name and Address of Contractor

PLUMBING AND SANITARY WORKS

MATERIALS AND GENERAL SPECIFICATIONS

1. GENERAL

Materials shall be of the best approved quality obtainable and unless otherwise specified they shall conform to the respective Indian Standard Specification. Samples of all materials shall be got approved before placing order and the approved samples shall be deposited with the IRCTC. In case of non-availability of materials in metric sizes, the nearest size in FPS units shall be provided with prior approval of the Owners / Consultant for which neither extra will be paid nor any rebate shall be recovered. If directed, materials shall be tested in any approved testing laboratory and the contractor shall produce the test certificate. The entire charges for original as well as repeated tests shall be borne by the Contractor. If required by the Owners / Consultant, the Contractor shall arrange to test portion of work at his own cost in order to prove their soundness and efficiency. If, after any such test, the work or portion of work is found, in the opinion of the IRCTC / Consultant, to be defective or unsound, the Contractor shall pull down and redo the same at his own cost. Defective material also shall be removed from the site.

It shall be obligatory for the contractor to furnish certificate if demanded by the Owners / Consultant, from manufacturer or the material supplier, that the work has been carried out by using their material and installed / fixed as per their recommendations.

2. Deleted

3. Water Supply

Deleted

Installation of pipes in trenches

The pipes shall be painted with two coats of anti-corrosive bitumastic paint of approved quality and wrapped with hessian cloth impregnated with bitumen. The pipes shall be laid on a sand cushion layer of 75 mm. river sand and filled with excavated earth. The surplus earth shall be disposed off as directed. The filling shall be done after testing & rectifying leakages and after final passing of work by Engineer Incharge at site. When the excavation is done in rocks the bottom shall be cut deep enough to permit the pipes to be laid on a sand cushion of minimum 75 mm. In case of bigger diameter pipes where the pressure is very high thrust blocks of cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 nominal size) shall be constructed on all bends to transmit the hydraulic thrust without impairing the ground and spreading it over a sufficient area, as directed by the Engineer Incharge at Site.

Deleted

Testing the Joints

After laying and jointing, the pipes and fittings shall be inspected under working conditions of pressure and flow. Any joint found leaking shall be redone and all leaking pipes removed and replaced without extra cost. The pipes and fittings after they are laid shall be tested to

hydraulic pressure of 6kg/cm². (double the designed working pressure whichever is more). The pipes shall be slowly and carefully charged with water allowing all air to escape and avoiding all shock or water hammer. The draw off takes and stop cocks shall be then closed and specified hydraulic pressure shall be applied gradually.

Pressure should hold for at least 2 hrs. The pipes and fittings should be tested in section as the work of laying proceeds, keeping the joints exposed for inspection during the testing.

Measurements

The length shall be measured in running metre correct to a cm. for the finished work, which shall include PVC Pipes, G.I Pipes, G.I Fittings such as bends, tees, elbows, reducers, crosses, plugs, sockets, nipples and nuts, but exclude brass or gunmetal taps (cocks), valves, lead connection pipes and shower rose. The length shall be taken along the central line of the pipe fittings. All pipes and fittings shall be classified according to their diameter of the internal bore. For C.I. pipe the measurement shall be taken along the center line of the pipes and fittings as installed and fitting will be counted separately and will be paid extra over the linear measurement. The pipe shall be described as including all cuttings and wastage. In case of fittings of unequal bore, the largest bore shall be measured. Digging and refilling of trenches shall be measured separately or clubbed with main item as indicated in the BOQ. For concealed piping the rates shall be inclusive of chasing of walls, fixing of pipes & fittings, making good the chases, etc., as indicated in the BOQ.

WATER SUPPLY AND WASTE FITTINGS

1. General

Deleted

2. Deleted

Sluice Valve

The sluice valves are used in a pipe line for controlling or stopping flow of water. They shall be of specified size and class and shall be of inside non-raising screw type spindle with either double flange or double socket ends and cap or hand-wheel. These shall in all respects comply with the Indian Standard Specification I.S 780 - f 1963 for valves up to and including 300 mm, size and No. BDC (429) p2 for valves above 300 mm. size. Class - I sluice valves are used for maximum working pressure of 10 kg/cm². (100 meter head) and Class - II sluice valves for 15 kg/cm² (150 meter head).

The body, domes, covers, wedge gate and stuffing box shall be of good quality cast iron, the spindle of bronze the nut and valve seats of leaded tin bronze. The bodies, spindles and other parts shall be truly machined with surfaces smoothly finished. The area of the waterway of the fitting shall be not less than the area equal to the nominal bore of the pipe. The valve wheel shall be marked with an arrow to show the direction to turn for closing the valves. The valve shall be fully examined and cleared of all foreign matter before being fixed.

Valve Schedules Service Type Size Rating Ends Materials

Cold Water Butterfly 50 mm NB & above 150 Wafer type slip on Cast iron body Cold Water Ball with through bore 3 piece construction 40 mm NB & below 150 Screwed Cast steel body and SS Ball.

Cold Water Dual Plate Check Valve 100 mm NB 150 Wafer type slip-

on Cast Steel & SS flap

Appurtenances

a) Purge Valves

These are placed at every summit in the pipe line to permit the escape of air when the main is filled and afterwards, if any air carried out into the mains. These are also placed on long stretches of nearly level main. Purging assembly shall comprise of 25 mm x 150 mm G.I Pipe nipple and 25 mm NB CS Ball Valve, fitted with hose nipples at the outlet.

b) Scour Valves

These are placed at the bottom of all depressions for emptying the main or letting out the sediment.

c) Reflux Valves

These are fixed so as to open in the direction of flow but automatically close if the water flows back. They are used to diminish the damage done by the escape of water due to a burst or prevent damage to impellers of pumps.

d) Safety or Relief Valves

These are fixed at the down stream ends of long lengths of main or where water hammer may take place so as to reduce from any excessive pressure to the normal if it occurs, like in water pipes of high rise buildings. They are also called pressure reducing valves. Fixing Water meter and stop cock in G.I. pipe line :

Materials - Pipe fittings as described in material section.

Cutting G.I Pipe Line

The G.I line shall be cut to the required length at the position where the meter and stop cock are required to be fixed. The ends of the pipe shall then be threaded Unions shall be provided in the pipe assembly for fixing water meter.

Fixing Meter and Stop Cock

The meter and stop cock shall be fixed in position by means of connecting pipes, G.I. jam nut and socket etc., The stop cock shall be fixed near the inlet of the water. The paper disc inserted in the ripples of the meter shall be removed and the meter installed exactly horizontal or vertical in the flow line in the direction shown by the arrow cast on the body of the meter. Care shall be taken that the factory seal of the meter is not disturbed. Wherever the meter shall be fixed to a newly fitted pipe line, the pipe line shall have to be completely washed before fitting the meter. For this purpose a piece of pipe equal to the length of the meter shall be fitted in the proposed position of the meter in the new pipeline. The water shall be allowed to flow completely to wash the pipe line and then the meter installed as described above by replacing the connecting piece.

MASONRY CHAMBERS

General

All masonry chambers for stop cocks, sluice valves, etc., shall be built as per supplied drawings.

Excavation

The excavation for chambers shall be done true to dimension and levels as indicated on plans or as directed by the Engineer-in-charge.

Bed Concrete

This shall be cement concrete 1:3:6 (1 cement: 3 fine sand: 6 graded stone aggregate 40 mm nominal size).

Brick Work

This shall be in Class B bricks (Table Molded) with crushing strength not less than 35 kg / sq.cm. in cement mortar 1:5 (1 cement : 5 fine sand).

Plastering

Plastering not less than 12 mm thick shall be done in cement mortar 1:3 (1cement : 3 coarse sand) finished with a floating coat of neat cement.

Surface Box

This shall be of cast iron, well made and free from casting and other defects. All sharp edges shall be removed and finished smooth. The shape and dimensions for surface boxes for stop cocks, sluice valves, etc., shall be as per approved samples.

Measurements

Masonry chambers shall be measured as No. of units and the item shall may or may not include, excavation and back-filling as detailed in the BOQ.

Deleted

2.0 Deleted

MISCELLANEOUS WORKS

1.0 Supports

Provide proper solid angle iron on section, supports for all pipe runs in the vertical ducts. For attachment in concrete, use 'Dash' fasteners or Anchor plug type inserts or equivalent. Support angles to be fixed at 1500 mm C/C maximum.

2.0 Cutting, Patching, Repairing & Making Good

Cutting, Patching and repairing required for the proper installation and completion of the work specified in each division, including chasing, plastering, masonry work, concrete work, etc., and making good shall be carried out by the Contractor wherever required. Any damages to waterproofed location should not be patched up, without rectification by the water proofing agency (specialist contractor) to ensure his guarantee. Repair cost of water proofing shall be borne by the Sanitary Contractor.

1. Equipment Protection

Keep all pipe and conduit openings closed by means of plugs or caps to prevent the entrance of foreign matter. Protect all piping, conduit, fixtures, equipment or apparatus. Any such items damaged prior to final completion or work shall be restored to its original condition or replaced at no expense to the Owner.

Accessibility

The installation of valves, thermometers, clean out fittings and other indicating equipment or specialties requiring frequent reading, adjustment, inspections, repairs, removal or replacement, shall be conveniently and accessibly located with reference to the finished buildings. Thermometers and gauges shall be installed so as to be easily read from the floor. For floor clean outs minimum distance of 600 mm shall be available from any wall.

4.0 Cleaning, Operation & Tests

Plumbing equipment fixtures, piping, etc., shall be free of stamping, marking (except those required by codes) iron cutting and other foreign materials. Hot and Cold water systems shall be cleaned thoroughly, filled and flushed water. Test all plumbing systems in the presence of the Engineer Incharge / Owners Representative at Site / Consultant and the Consultant as herein specified. Provide all equipment, materials and labour necessary for inspection and tests and repair all work, not passing the tests. After repairs are made, repeat test until units / systems is found satisfactory, to the above authorities. Carry out tests prior to concealing, insulating or back filling over any piping. No exceptions will be made.

5.0 Water Test

Test entire system or sections of system by closing all openings except the highest opening and filling system with water to the point of overflow. If the system is tested in sections, plug each opening except the highest opening of the section filled with water. Keep the water in system or in portion under test for at least 45 minutes before inspection starts with test pressure / head lasting for two hours. The system must be tight at all joints. Test all down spouts or rain headers and their branches within the building by water as described for the above soil, waste and vent system.

6.0 Final Test

After fixtures are set, test the system with smoke test as follows :

Smoke Test

Fill traps with water, then introduce into system a pungent thick smoke produced by one or more smoke machines. When smoke appears at stacks on the roof, plug stacks and allow pressure of 1-inch water column to build up in systems. The system shall be tight at all joints. Test all down spouts or rain headers and their branches within the building by water as described for the above soil, waste and vent system.

7.0 All Water Piping

Hydro-static test 7.5kg / cm² or twice the working pressure whichever ever is higher. Without drop in pressure as required. All tests on below ground lines shall be continued until backfill on such lines is completed to disclose any damages caused by back-filling. All systems shall be tested in sections as required to expedite the work of other trades and meet construction schedules and final test on completion. On completion of the works, the following tests shall be performed to the satisfaction of the Consultant / clients representative before issue of virtual completion certificate, if so required.

a. Smoke Test

b. Hydraulic Test

c. Performance Test for fixtures.

- d. Tests for anti-syphonagesystem
- e. Pump rating and output
- f. Inspection of all units and fixtures.

The Contractor shall arrange for similar tests during the progress of works to ensure that there are no defects in material / workmanship in portions of work to be concealed or embedded under the floor or walls or in ceiling and get this approved by the Consultant/Engineer Incharge. The under floor pipe works shall not be closed without the approval of Consultant/Engineer Incharge.

8.0 Disinfection of Piping System

Before commissioning the water supply system, the Contractor shall arrange to disinfect the entire system as described in the succeeding paragraph. The filtered water storage tanks and pipe shall first be filled with water and thoroughly flushed out. The storage tanks shall be then filled with water again and disinfecting chemical containing chlorine added gradually, while tanks are being filled to ensure thorough mixing. Sufficient chemicals shall be used to give the water a dose of 50 parts of chlorine to one million parts of water. If ordinary bleaching powder is mixed with water to a creamy consistency before being added to the water in the storage tank. If a proprietary brand of chemical is used, the proportions shall be as specified by the manufacturer. When the storage tank is full, the supply shall be stopped and all the taps on the distributing pipes opened successively, working progressively from storage tank.

Each tap shall be closed when the water discharge begins to smell of chlorine. The storage tank shall then be filled up with water from supply pipe and added with more disinfecting chemical in the recommended proportion. The storage tank and pipe shall then remain charged at least for three hours. Finally, the tank and pipes shall be thoroughly flushed out before any water is used for domestic purpose.

9.0 Clean Outs

Provide clean outs at the base of all soil, waste and leader stacks and all changes in direction of horizontal piping, wherever no manholes are present. Distance between clean outs on horizontal runs shall be minimum 15 M on centers. Clean out fittings in vertical stacks shall consist of tapped tee capable for receiving a rough brass raised head clean out plug. When clean outs occur in floors, furnish and install fittings with clamping collar device where required. Clean out shall be of following type - cast iron, with aerated cut-off sections. Brass internal plugs shall be, floor deck plate and rim shall be polished bronze and vandal proofed. All clean out plugs shall be brass and lubricated with graphite before installation. Clean out fittings to exterior grade shall consist of clean out plug cast iron double flanged housing and cast iron vandal-proof cover. Clean outs occurring in cast iron soil pipe above floor at change in direction of pipe run and at end of horizontal runs shall have cast iron ferrule for caulk connection and fitted with a straight threaded, tapered bronze plug with raised head.

10.0 Installation

All materials shall be new and installed in a first class manner. All drainage piping, unless otherwise indicated, shall be pitched at a minimum rate of 10 MM / 1 M in direction flow. Branch connections to stacks or main drains shall not be made in a manner which will permit back-flow. Any main vent line, regardless of size offset horizontally shall be made of galvanised steel pipe and black steel pattern fittings unless otherwise noted from point of offset and up through.

PACKET-B

FINANCIAL BID

Annexure-A

SCOPE OF WORK

	Quantity (As per Annexure B)	Description of Item	Rate	Unit	Amount
A	552.96	Item no. 1 :- Excavation for foundation/pipe trenches in earth soil of all types, sand, gravel & soft murum including removing the excavated material upto a distance of 50m & lifts as below, stacking & spreading as directed, normal dewatering, preparing the bed for foundation & excluding the backfilling etc complete. a) Lift 0 to 1.50 M (MJP DSR 2016-17, I No. 1, P No-39)+10% MMRDA		Cum	
B	552.96	Item No. 2 :- Excavation for foundation/pipe trenches in hard murum and boulders including removing the excavated material upto a distance of 50 m & lifts as below, stacking & spreading as directed, normal dewatering, preparing the bed for foundation & excluding the backfilling etc complete. a) Lift 0 to 1.50 M (MJP DSR 2016-17, I No. 3, P No-39)+10% MMRDA		Cum	
C	276.48	Item No. 3 :- Excavation for foundation/pipe trenches in hard rock by controlled blasting including trimming etc complete. a) Lift 0 to 1.50 M (MJP DSR 2016-17, I No. 7, P No-40)+10% MMRDA		Cum	
D		Item No. 4 :- Providing & supplying ISI mark G.I.pipes of following class & Dia including all local & central taxes, octroi, inspection charges, transportation to stores etc complete			
	2560.00	80 mm dia. Medium class 8.64 kg/m		Rmt	
		(MJP DSR 2016-17, I.No.-1 b vi. P no-93)			
E		Item No.5 :- Lowering, laying & joining G.I.pipes and specials of following class & dia. including conveyance from stores to site of work, all labour, giving satisfactory hydraulic test etc. complete either underground or in vertical position as directed by Engineer in charge			
	2560.00	80 mm dia. Medium class 8.64 kg/m		Rmt	
		(MJP DSR 2016-17, I.No.-2 b vii. P no-95)+10%MMRDA			
F	2	Item No. 6 :- Providing double flanged sluice valve of following dia including all taxes, all transportation charges, inspection charges loading unloading stacking etc complete. 80 mm dia Sluice valve P-N 1 (MJP DSR 16-17, I. No. 2, P No-211)		No	

	Quantity	Description of Item	Rate	Unit	Amount
G	2	Item No. 7 :- Lowering, laying & joining in position following CI D/F Sluice valves including cost of all labour jointing material, including nut bolts & giving satisfactory hydraulic testing etc complete. 80 mm dia Sluice valve P-N 1 (MJP DSR 16-17, I. No. 4, P No-181)+10%MMRDA		No	
H	2	Item No. 8 :- Providing & constructing B.B. masonry valve chamber with 15 cm thick 1:3:6 proportion PCC bedding, B.B masonry in C.M. 1:5 proportion, precast R.C.C. frame & cover etc. complete. 60 x 45 x 90 cm (MJP DSR 16-17, I. No. 1 A, P No-343)		No	
I	27.00	Item No. 9 :- Providing & laying in situ Plain cement concrete in proportion M-150 of trap metal for foundation & bedding including out water manually, from work, capacity & caring etc. complete MJP DSR 2016-17 I.No. 1 b, P No. 47		Cum	
J	6	Item No 10 :- Providing & supplying Air valves as per IS-10845 & MJP's standard specifications of approved make & quality of following diameter including all taxes, all transportation charges, inspection charges loading, unloading & stacking etc complete. Air valve Single Ball flanged 12/15 mm Type PN-1 (MJP DSR 2016-17, I. No. 5 a i, P No. - 218		No	
K	6	Item No 11 :- Lowetring, apying & fixing in proper alignment & position all types of CI air valves as directed by Engineer in charge including cost of all transportation, cost of all material & giving satisfactory hydraulic testing etc complete. 12/15 mm Type PN-1 (MJP DSR 2016-17, I No. 10 a i, P No. 223) +10%MMRDA		No	
L	6	Item No. 12 :- Providing & fixing in position air valve shaft including providing & fixing GI medium class or 6 mm tk MS pipe shaft 2.70 m long over branch flange of air valve tee, providing PCC block of M-15 concrete, 150mm tk. Around the air valve tee in Upto 150 mm dia pipe line (MJP DSR 2016-17, I.No. 17 a i P No-)		No	
M	300.00	Item No. 13 :- Providing and supplying ISI standard GI finged/S&S specials including all taxes etc. complete (MJP DSR 2015-16, I.No. 6 b i P No-)		kg	
N	1286.28	Item No. 14 :- Refilling the trenches from exacavted stuff with soft material in 15 cm layers with all leads & lifts including consolidation surcharging etc. complete (MJP DSR 2016-17, I No. 17, P No. 41) +10%MMRDA		Cum	
		TOTAL (A+B+C+D+E+F+G+H+I+J+K+L+M+N)			

I/we agree to carry out the work at (in figures).....% (in words).....
.....% at par/above/below the schedule rates.

In case of discrepancy in the amount quoted, the amount quoted in figures will be taken into consideration. Rates Quoted are exclusive of all applicable taxes. HSN/SAC Code under GST may be specified.

Signature of the bidder_____

Company Seal_____

Terms & conditions:

- Rates should be inclusive of all taxes/levies/octroi /GST and local body taxes etc.
- Nothing shall be paid extra except otherwise mentiond in the e-tender.
- Rates should be in INR only
- Proper GST (ITC enabled) bill should be raised as per ACT and tax should be mentioned sperately.
- The GST charged shall be held as security till the same is reflected in the GSTIN portal.
- GST # 27AAACI7074F1ZK, of IRCTC, West Zone, Mumbai

Signature of the bidder_____

Company Seal_____

MEASUREMENT SHEET

Item No. 1	Excavation for pipe trenches in earth soil. $2560.00 \times 0.60 \times 0.90 = 1382.40 \text{ Cum}$ $40\% \text{ of } 1382.40 = 552.96 \text{ Cum}$ Say $= 552.96 \text{ Cum}$		
Item No. 2	Excavation for pipe trenches in hard murum & boulders. $40\% \text{ of } 1382.40 = 552.96$ Say $= 552.96 \text{ Cum}$		
Item No. 3	Excavation for pipe trenches in hard rock by blasting. $20\% \text{ of } 1382.40 = 276.48$ Say $= 276.48 \text{ Cum}$		
Item No. 4	Providing & Supplying ISI mark G.I.pipes & specials of following class & Dia including all local & central taxes		
	DIA OF PIPE	LENGTH	TOTAL RMT
	80 mm dia. medium class 8.64 kg/m	2560.00	2560.00
Item No. 5	Lowering, laying & jointing G.I.pipes & specials of following class & Dia including conveyance		
	DIA OF PIPE	LENGTH	TOTAL RMT
	80 mm dia. medium class 8.64 kg/m	2560.00	2560.00
Item No. 6	Providing & Supplying ISI mark CIDF sluice valve of following dia. $80 \text{ mm dia Sluice valve P-N } 1 = 2 \text{ Nos}$		
Item No. 7	Lowering, laying & jointing in position following CIDF valves etc. $80 \text{ mm dia Sluice valve P-N } 1 = 2 \text{ Nos}$		
Item No. 8	Providing & constructing B.B. masonry valve chamber with 15 cm thick 1:3:6 proportion PCC bedding, B.B. masonry in C.M. 1:5 proportion, precast R.C.C. frame & cover etc. complete. $60 \times 45 \times 90 \text{ cm} = 2 \text{ Nos}$		
Item No. 9	Providing & laying in situ following grade of C.C. trap granite for bedding including dewatering etc. complete.		

	M-150 = 0.30 x 0.30 x 300.00 = 27.00 Cum
Item No. 10	Providing & Supplying air valves of following dia. Air Valve Single Ball flanged 12/15 mm Type PN-1 = 6 Nos
Item No. 11	Lowering, laying & fixing air valve in proper alignment etc. complete. Air Valve Single Ball flanged 12/15 mm Type PN-1 = 6 Nos
Item No. 12	Providing & fixing in position air valve shaft including providing & fixing GI Medium = 6 Nos
Item No. 13	Providing and supplying ISI standard CI finged/S&S specials including all taxes etc = 300.00 kg
Item No. 14	Refilling of excavated trenches with available excavated stuff etc. Complete As per Qty of (Item No. 1+2+3) x 95% - PCC Qty = 1286.28 Cum

Signature of the bidder_____

Company Seal_____

PACKET B