



-:Tender No:-

DFCCIL_TDL_EN_MAINT_2021

For the Work

Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.

E-Tender Document

Packet-A

Technical Bid

August-2021

-:Employer:-

Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)
(Under Ministry of Railways)

General Manager / Coordination / Tundla
3/20, 3rd Floor, KPS Tower, Mayur Complex,
Nagla Padi, Agra-282002.

Corporate Office:
5th Floor, Supreme Court, Metro Station Building Complex,
New Delhi-110001.

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PART-1
Chapter – I

NOTICE INVITING E-TENDER

DATE: 14.09.2021

Tender No: DFCCIL_TDL_EN_MAINT_2021

Dear Sirs,

Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.

- 1.1.1 General Manager/Coordination/TUNDLA, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002, India, invites E-tenders on prescribed forms from firms / Companies / having requisite experience and financial capacity for execution of the following work:

Tender No.	DFCCIL_TDL_EN_MAINT_2021
Name of Work	Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.
Employer	General Manager/Coordination/TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3 rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P.
Type of Tender	Open E-Tender
Type of Contract	Two Packet System

Tender Value	Rs. 24,04,77,215.50/-
Period	24 Months
Earnest Money Deposited (EMD)	To be submitted in the form of Bid Security Declaration as per Form No. 23
Security Deposit	5% of contract value. As per GCC clause no. 16(1) & (2)
Cost of Tender Document	Rs. 10,000/- + 18% GST
Tender processing fee	As per term & conditions of e-tendering website.
E-tendering website	www.ireps.gov.in For any help in connection with E-tendering & matter relating to Digital signature, please contact 'Help Desk' available on left Navigation Block of home page of the site https://www.ireps.gov.in and phone No. 011-23761525
Date of uploading of NIT & Bid documents (online publishing date)	14.09.2021
Date of document download/Sale (Online)	As per IREPS website.
Issue of Corrigendum, if any	On or before last three days from last date of submission
Date & Time of Submission of Tender	As per IREPS website.
Last date of submission of tender document cost	18.10.2021 up to 15:00 Hrs
Date & Time of Opening of Tender	18.10.2021 at 15:30 Hrs
Validity of Offer	120 days

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

- 1.1.3 Tender document can be downloaded from DFCCIL's website www.dfccil.com, www.ireps.goc.in & Central Procurement portal <https://eprocure.gov.in>. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall summarily be rejected.
- 1.1.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on DFCCIL's website: www.dfccil.com, www.ireps.goc.in at least three days in advance of date of opening of tender. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted along with the submission of tenders.

To participate in the E-Bid submission, it is mandatory for the bidders to have user registration on IREPS Portal and valid Class III DSC as required by IREPS.

Help desk for E- Tendering,

- A. For any help in connection with E-tendering, please contact 'Help Desk' available on left Navigation Block of home page of the site <https://www.ireps.gov.in>.
- B. User manual for Contractors is available under Learning Centre tab on the left Navigation block of the home page of the site <https://www.ireps.gov.in>. The procedure of using Help Desk is also described in this user Manual. The bidders may contact at 011- 23761525 in case of any doubt.

- 1.1.5.1 Bidder shall submit of Bid Security Declaration as per Form No. 23 for EMD.
- 1.1.5.2 Bidder shall submit Tender documents cost (as mentioned in instructions to tenderer,) in DFCCIL Bank Account as mentioned below through net banking or payment gateway (Online Mode only) On or before schedule date & time of submission of bid. Tender documents cost should be uploaded / attached along with Bid/offer document.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR
Name of Bank: -Union Bank of India, Kamla Nagar, Agra.
Account Number: - 302601010780193
Type of account: - Current Account.
IFSC code: - UBIN0561657

- 1.1.6 Tenders shall be opened electronically on dated – 18.10.2021 at 15:30 hours
Address of Office of the General Manager/Coordination/ TDL (for opening of tenders): - General Manager/Coordination/ TDL, DFCCIL, 3/20, KPS Tower, Mayur Complex, 3rd Floor, Near Tulsi cinema, NH-02, Nagla Padi, Agra-282002, U.P. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of E-tendering. The sequence of opening shall be:
- i. Tender Documents Cost
 - ii. Technical Bid
 - iii. Financial Bid (After evaluation & qualification of Technical bid)
- 1.1.7 Any tender received without Bid Security Declaration as per Form No. 23 for EMD and cost of tender documents from such bidders who are not registered under MSEs and not exempted as per term & conditions (in case of downloaded tenders) in the form as specified in the tender documents shall not be considered and shall be summarily rejected.
- 1.1.8 DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- 1.1.9 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Decision of DFCCIL in this regards shall be final and binding.
- 1.1.10 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.11 The validity of offer shall be 120 days from the date of opening of the tender.

- 1.1.12 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible.
- 1.1.13 Tenderers must read all instructions regarding E-tendering process as mentions in INSTRUCTION TO TENDERERS.
- 1.1.14 Tenderers are advised to regular visit the E-Tender Portal (<https://www.ireps.gov.in>) for information regarding tender. Corrigendum, addendum (if any).

**General Manager/Coordination/TDL
For & on behalf of DFCCIL**

PART-1
Chapter – II

GENERAL DATA SHEET

TENDER NOTICE NO	DFCCIL_TDL_EN_MAINT_2021 14.09.2021	DATE:-
Name of the work	Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.	
(a) Tender Value	Rs. 24,04,77,215.50/-	
(b) Completion Period	24 months	
(c) Earnest Money	To be submitted in the form of Bid Security Declaration as per Form No. 23	
(d) Date and Time of Issue of Tender	As per IREPS website.	
(e) Last date and Time of submission of Tender	18.10.2021 upto 15:00hrs	
(f) Date and Time of Opening of Tender (Technical bid -Packet A)	On 18.10.2021 at 15:30hrs	
(g) Validity of offer	120 days	
(h) Retention Money / Security Deposit	5 % of Contract Value	
(i) Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 30(thirty) days from the date of issue of Letter Of Acceptance (LOA), amounting to 3% of the contract value in the form as give in clause 16.4 of GCC	

PART-1

Chapter – III

Instructions To Tenderer

1.3.1 Introduction

I. General

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

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

II. Eastern Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni – Asansole – Dhanbad – Gaya – Sonnagar - Mughalsarai - Allahabad - Kanpur - Tundla - Aligarh - Khurja - Bulandshahr – Meerut – Saharanpur – Ambala - Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards /cities are congested.

Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail / Road users.

The New Bhaupur-New Khurja section of Eastern Dedicated Freight Corridor has been dedicated to nation by the Honourable Prime Minister of Government of India on 29th Dec-2020. Commercial operation of Goods Trains has been started in the section The New Bhaupur-New Khurja section of Eastern Dedicated Freight Corridor. For smooth and safe running of Goods train regular maintenance of tracks including yards, Civil buildings and major & minor bridges are essentially required as per

protocol and standards.

EDFC-1 is part of EDFC and start from New Bhaupur CH: 518.087 to New Khurja CH: 849.140 of DFCCIL . The section is approximately 350 km long and having 10 crossing/junction stations in between. The details of station is as under .In addition to crossing/junction stations there are 10 Nos IMDs/IMSDs near station buildings and many other service building in block sections.

S.No	Description	Type of Station	Location	Chainage
1.	New Bhaupur station	Junction station	New Bhaupur Yard	518.087
	IMSD New Bhaupur			517.837
2.	New Kanchausi station	Crossing Station	New Kanchausi yard	558.277
	IMSD New Kanchausi			559.187
3.	New Achalda station	Crossing Station	New Achalda Yard	584.887
	IMSD New Achalda			585.037
4.	New Ekdil station	Crossing Station	New Ekdil Yard	618.264
	IMD New Ekdil			618.871
5.	New Bhadan station	Crossing Station	New Bhadan Yard	664.421
	IMSD New Bhadan			663.621
6.	New Makhanpur station	Crossing Station	New Makhanpur Yard	696.371
	IMSD New Makhanpur			698.011
7.	New Tundla station	Junction station	New Tundla Yard	703.807
	IMSD New Tundla			704.282
8	New Hathras station	Crossing Station	New Hathras Yard	768.683

	IMSD New Hathras			769.683
9.	New Daudkhan station	Junction station	New Daudkhan Yard	797.851
	IMSD New Daudkhan			798.451
10.	New Khurja station	Junction station	New Khurja Yard	849.140
	IMD New Khurja			850.270

III. General instructions (for on line tendering system)

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

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

A) Accessing/purchasing of bid documents:

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency ("CA") [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.

The BID DOCUMENTS can be viewed /downloaded from the website www.dfccil.com, www.ireps.gov.in & Central Procurement portal <https://eprocure.gov.in> free of cost till one day prior to last date of submission of the Application upto 15.00 hrs.

Following may be noted-

- I. Bids can be submitted only during the validity of registration with the ireps.gov.in.
- II. The amendments to the BID DOCUMENTS, if any, will be posted on the website www.dfccil.com, www.ireps.gov.in & Central Procurement portal <https://eprocure.gov.in>.

- III. Registration with the ireps.gov.in should be valid at least upto the date of submission of bid.

Help desk for E- Tendering

- A. For any help in connection with E-tendering, please contact 'Help Desk' available on left Navigation Block of home page of the site <https://www.ireps.gov.in>.
- B. User manual for Contractors is available under Learning Centre tab on the left Navigation block of the home page of the site <https://www.ireps.gov.in>. The procedure of using Help Desk is also described in this user Manual. The bidders may contact at 011-23761525 in case of any doubt.
- C. To participate in bidding, Bidders have to pay a sum of Rs. 10,000/- + GST @ 18% i.e. Rs. 11,800/- (Rs. Eleven Thousand & Eight Hundred Only) as a cost of the BID DOCUMENT (non-refundable) as mentioned in clause 1.3.4.3 of instructions to tenderer, Part I, Chapter III.

B) Preparation & submission of applications:

Detailed BID DOCUMENTS may be downloaded from www.ireps.gov.in and the Bid may be submitted online following the instructions as per user manual on www.ireps.gov.in portal. A Vendor manual containing the detailed guidelines for e-tendering system is available on ireps.gov.in.

Only Electronic Form (to be uploaded on the IREPS)

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

c) Document should be uploaded on the IREPS side (On line mode only)

- I. Copy of PAN Card.
- II. Copy of GST Registration Certificate. In case the tenderer is yet to get GST registration Number, Upload the proof for applying GST Registration.
- III. Integrity Pact as per Form No. 20.
- IV. Registration Certificate, if any, under Labour Law.
- V. Tenderers are required to upload affidavit as per Form No. 22 as stipulated in clause 1.3.13 (iii) regarding documents in support of his/their claim to fulfil the eligibility criteria in the tender document.
- VI. Power of Attorney (PoA) for signing the Application as per Form no.13.
- VII. If applicable, the Power of Attorney for Lead Member of Consortium/JV; as per Form no. 12.

- VIII. An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- IX. SUBMISSION OF FINANCIAL ELIGIBILITY CRITERIA CREDENTIALS In prescribed format mentioned in BID DOCUMENTS.
- X. SUBMISSION OF TECHNICAL ELIGIBILITY CRITERIA CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- XI. Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- XII. Technical & Financial Bid (Packet-A & B) and other relevant documents.
- XIII. Copy of the Joint Bidding Agreement, in case of a Consortium;
- XIV. Memorandum of Understanding (in case of JV) as per Form no.9.
- XV. Contractor shall submit cost of BID DOCUMENTS of ₹ 11800/- (Rs. Eleven Thousand & Eight Hundred only), as mentioned in clause 1.3.4.3 of instructions to tenderer, Part I, Chapter III) through net banking or payment gateway in DFCCIL Bank Account as mentioned below (Online Mode only) On or before schedule date & time of submission of bid. The proof of submission Tender documents cost should be uploaded/attached along with Bid/offer document.

Name of Account: - Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank: -Union Bank of India, Kamla Nagar, Agra.

Account Number: - 302601010780193

Type of account: - Current Account.

IFSC code: - UBIN05616

- XVI. The Bidder shall upload scanned copies of the documents on the ireps.gov.in on or before due date & time. No hard copy of the documents is required to be submitted.
- XVII. A copy of the tender papers duly signed in ink by the tenderer, on each and every page in token of his having studied the tender papers carefully shall be uploaded.

NOTE:-

- a) Please ensure that all uploaded documents should be digital signed.
- b) The name of the downloaded files should not be changed.
- c) While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical document through digital signature would first be uploaded

in 'Document Library' and after that, attach entire tender document in the particular tender.

D) Modification / Substitution/ Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission. Prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid. (or as spe)
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

E) Opening and evaluation of bids:

- (i) Opening of Bids will be done through online process.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (iii) The Authority shall open bid documents received in electronic form at 15:30 hours Indian Standard Time on the Bid due date i.e. in the presence of the Bidders who choose to attend. This Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

DISCLAIMER

The Bidder must read all the instructions in the BID DOCUMENTS and submit the same accordingly.

F) Online E-Bidding Methodology:

Online E- Bid System – Financial bids & Technical bids shall be submitted by the bidder at the same time.

G) Digital Certificates

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

IV. Scope of Work

On behalf of President of India, General Manager / Coordination / Tundla, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi Near Tulsi Cinema, NH-02, Agra -282002, India herein after referred to as 'DFCCIL' is inviting e-tenders from Firms/ Companies/Joint Ventures having requisite experience and financial capacity for execution of the following work:

Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.

V. Scope of work is as per the requirements given in the bid document but not limited to:

- i. Section between DFC Chainage. From KM 509 to 851.
 - a. Earthwork repairing, making up Cess, repairing trolley refuges and widening Cess works.
 - b. Dressing, boxing of ballast to proper profile as per IRPWM with weeding out cess jungle, fixing of broken/fallen loose fitting etc.
 - c. Pre tamping works as per IRPWM / IRTMM, including squaring/spacing of sleepers, renewal of damaged/broken/unserviceable fittings, recouplement of ballast in tamping zone, opening of joggled fish plates, removing of wooden blocks, check rill at LC.
 - d. Post tamping works including boxing and dressing / filling of ballast in shoulder and crib, cleaning of Cess upto 2m.
 - e. Fixing of joggle fish plates in SKV welds with clamps and bolts.
 - f. Shifting of speed restriction boards (One set will comprise 3 no of boards. i.e. Caution, Speed and Termination indicator) manually upto a lead of 1.5 km and suitable re-fixing above board as per IRPWM.
 - g. Improving drainage, cleaning of side drains, cross drains and clearing of

- water ways of bridges and culverts.
- h. Attention to turnouts greasing, packing etc.
- i. Cleaning and greasing of ERC as per IRPWM.
- j. Overhauling of level crossing gate (as per IRMPWM) during machine packing or as per requirement.
- k. Cutting and drilling of rails as and when required.
- l. Casual renewal of rails and sleepers as and when required.
- m. Picking up slacks of track in running lines/yard lines / points and crossing.
- n. Attention to level crossing approaches, points and crossings approaches and bridge approaches for correcting alignment & level.
- o. Attention to curves for correcting versine, super elevation and gauge.
- p. Attention to SEJs monthly for packing manually and oiling & greasing.
- q. Carriage of P-way material (rails upto meter, sleepers and track fittings) by rail dolly, dip lorry or by trucks with loading and unloading with.
- r. Removing dead bodies or injured persons from the track and watching the site as per instructions from DFCCIL officials , as and when required.
- s. Watching & attending the site as per instructions from DFCCIL officials on occurrence of rail fracture/weld failure at any location with complete and necessary tools & equipments.
- t. Watching & attending the site of flood during monsoon as per instructions from DFCCIL officials with complete and necessary tools & equipments.
- u. De- weeding, uprooting of rank vegetation, long grass, scrap bushes, hedge on track & Cess with bank slop.
- v. Removing of rail for casual/scattered Renewal work.
- w. Insertion of rails for casual /scattered renewal work.
- x. Replacement of sleepers (PSC to PSC)
- y. Cutting or rails (on cess, in situ situation)
- z. Drilling of hole in rail of any section.
- aa. Lubrication of elastic rail clips on PSC sleepers.
- bb. Welding works.
- cc. USFD testing works of running rails.
- dd. USFD testing of flash butt weld.
- ee. USFD testing of SEJ.
- ff. De - stressing of LWR/CWR.
- gg. Tamping work by Unimat Machine.
- hh. Trimming of trees
- ii. Removal of all types of muck / malba from cess , Bridges & RUBs Etc.
- jj. Repair of embankment.
- kk. Patrolling work (hot weather, cold weather and monsoon.)
- ll. Maintenance work of all building.
- mm. House keeping work.

- nn. Sanitation cleaning & housekeeping services for the various buildings like 4 nos. Junction stations (i.e. New Bhaupur, New Tundla, New Daudkhan, New Khurja), 6 nos Crossing station (New Kanchausi, New Achalda, New Ekdil, New Bhadan, New Makhanpur, New Hathras), Integrated Maintenance Depot near New Ekdil crossing station & New Khurja Junction station and Integrated Maintenance sub-Depot near New Bhaupur, New Kanchausi, New Achalda, New Bhadan, New Makhanpur, New Tundla, New Hathras, New Daudkhan station of Eastern Dedicated Freight Corridor-1 between DFCCIL Chainage 518.087 & 849.140.
- oo. Any other works as per tender schedule & Other miscellaneous works.
- pp. Repair & maintenance of bridge as per item of tender schedule.

VI. Cost of the work: The estimated cost of the tendered work is approximately Rs 24.04+ crore (Rupees Twenty Four Crore and Four lakh only).

VII. The tenderer shall be governed by General Conditions of Contract (GCC), Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

VIII. Location

Maintenance Works are to be executed between New Khurja - New Bhaupur Section i/c its connection with IR at various location of Eastern Dedicated Freight Corridor. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction and the contractor shall be bound to execute the work without any extra cost.

1.3.2 (a) Tender Bid

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

Packet -A

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i), here in after called "TECHNICAL & Financial BID "The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2 (b) Form of Tender

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

"Packet-A "containing Technical & financial bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers including Summary of Prices and Schedule of Prices are to be submitted in "TECHNICAL & FINANCIAL BID" i.e. Packet-A.

Summary of Prices and Schedule of Prices with percentage above /below / at duly filled in are to be submitted in Form No. 3 & 4 "BID DOCUMENT".

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

(i) Documents to be enclosed with the TECHNICAL & Financial BID (Packet- A):-

S No.	Description	Documents
1	Offer letter complete.	Form No.1
2	Tenderer's credentials in accordance With para1.3.13 (i) & (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A,2B & 2C
3	Earnest money/Bid security declaration in accordance with Para 1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para1.3.4.3 of Instructions to Tenderers in an envelope.	
4	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para1.3.6 of Preamble and General Instructions to Tenderers.	
5	A copy of the tender papers duly signed in ink by the tenderer, On each and every page in token of his having studied the tender papers carefully shall be attached/uploaded with the tender.	
6	Summary of Prices, Schedule of Prices & Total Prices.	Form No 3 & 4.

1.3.3 Tender Document

This tender document consists of following five parts:

PART / CHAPTER	PERTICULAR
PART-1	

CHAPTER-I	Notice Inviting E-Tender
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1.3.4 Sale and Submission of Tender Document

1.3.4.1 All bidders must note that this being E-tender, bids received only through online mode on E-tendering portal <https://www.ireps.gov.in> shall only be considered as an offer.

1.3.4.2 Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of General Manager / Coordination / Tundla, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi Near Tulsi Cinema, NH-02, Agra -282002 India.

After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of General Manager / Coordination / Tundla, Dedicated Freight Corridor Corporation of India Limited, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi Near Tulsi Cinema, NH-02, Agra -282002 India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.3 Cost of Tender documents downloaded from internet

Tender documents are available on Dedicated Freight Corridor Corporation of India Limited website i.e. www.dfccil.com & www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document as indicated above in NIT. The cost of the tender document will have to be deposited by the tenderer in DFCCIL Bank Account as mentioned below through net banking or payment gateway (online mode only) On or before schedule date & time of submission of bid. The proof of submission of Tender documents cost should be uploaded/attached along with Bid/offer document. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

Name of Account :- Dedicated Freight Corridor Corporation of India Ltd, KANPUR

Name of Bank :- Union Bank of India, Kamla Nagar, Agra.

Account Number :- 302601010780193

Type of account:- Current Account.

IFSC code:- UBIN0561657

- 1.3.4.4 Complete tender documents must be submitted online duly completed in all respect **upto 15.00 Hrs on 18.10.2021** The **“Packet-A (TECHNICAL & Financial BID)”** will be opened at **15.30 Hrs** on the same day and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website **“www.dfccil.gov.in & www.iresps.gov.in”** The detail procedure of tender opening will be as per para 1.3.5.

- 1.3.4.5 Deleted.

- 1.3.4.6 The rates should be quoted carefully in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in ‘words’ shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.

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

1.3.4.8 Care in Submission of Tenders – (Railway Board letter no. 2017/CE-I/CT/4/GST dated 23.06.2017)

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause-37 of the Standard Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (ii) Tenders will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway/DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- b. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- c. The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

1.3.4.9 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

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

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

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

1.3.4.13 Withdrawal of Tender: No tender can be withdrawn after submission and during tender validity period

1.3.5 Opening of Tender:

(a) Tender will be opened at 15.30 hrs. 18.10.2021, in the office of General Manager / Coordination / Tundla, **Dedicated Freight Corridor Corporation of India Limited**, 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002 India in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

(b) **‘TECHNICAL & Financial BID (Packet- A)’** for all the tenderers shall be opened and the contents thereof i.e. qualification details shall be read out.

(c) After the opening of **“TECHNICAL & Financial BID” (Packet-A)** of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.

1.3.6 Constitution of the Firm:-

1.3.6.1 Tenderer shall clearly specify whether the tender is submitted on his own or

on behalf of a partnership firm / Joint Venture (JV) / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.

1.3.6.2 The tenderer shall give full details of the constitution of the Firm / JV / Company and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.
- (c) Joint Venture: The tenderer shall submit documents as mentioned in clause 65 to GCC.
- (d) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

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

If it is NOT mentioned in the tender submission that it is being submitted on behalf of / by a Sole Proprietorship Firm / Partnership Firm / Joint Venture /

Registered company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

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

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

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

1.3.7 Validity of Tender:-

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

1.3.8 Earnest Money:-

Bidder shall submit the Bid security declaration as per form no. 23.

1.3.9 Execution of Contract Agreement:-

The Tenderer whose tender is accepted shall be required to appear in person at the office of **General Manager / Coordination / Tundla, Dedicated Freight Corridor Corporation of India Limited** 3/20, 3rd Floor, KPS Tower, Mayur Complex, Nagla Padi, Near Tulsi Cinema, NH-02, Agra -282002 India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and

acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

1.3.10 Security Deposit on Acceptance of Tender:

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

1.3.11 Tenderer's Address

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

1.3.12 Right of DFCCIL to Deal with Tenders

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

1.3.13(i) Eligibility Criteria

(A): Technical Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint venture	Submission Requirements

<p>(i) The tenderer / JV firm or Lead Member of JV firm must have satisfactorily completed at least one single work in last three previous financial years and the current financial year upto the date of submission of tender, of maintenance of tracks/P-way works, (which may include any Civil Engineering work), of value 35% of Rs. 24,04,77,215.50/- i.e. Rs. 8,41,67,025/-.</p> <p>Note:- The single work should have P-way works (Maintenance & construction work) for minimum value of Rs. 6,40,05782/-.</p>	Must meet requirement	<p>Existing JV - Must meet requirement.</p> <p>Or</p> <p>Lead Member of proposed JV-Must meet requirement</p>	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary.
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- Note:**1. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above mentioned technical eligibility criteria in the tender under consideration.
2. In case the tenderer/s is a partnership firm, the work experience shall being the name of partnership firm only.

(B): Financial Eligibility Criteria

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements

The contractual payments received by the tenderer / JV firm or the arithmetic sum of contractual payments received by all the members of the JV firm in the previous three financial year and the current financial year up to the date of submission of tender shall be at least 150% of advertised value of tender.	Must meet Requirement	Must meet requirement	certificates/ Audited balance sheets and or Photostat of TDS certificates/Audited Balance sheets clearly indicating the contractual amount received. All documents either original or photocopy should be attested by Notary.
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Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender for considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.
3. Similar nature of work will be " any P-way construction/maintenance work (which may include any civil engineering works)".

1.3.13 (ii) Credentials of Tenderer

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

- (a) For Technical eligibility criteria, the details will be submitted in Form No. 2A along with supporting documents.
- (b) For Financial eligibility criteria, the details will be submitted in Form No. 2B along with supporting documents.
- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These certificates should indicate the details of works carried out and successful

commissioning of similar type of work executed by the tenderer. Completion certificate from Govt. organisation/PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted. In case, the work is executed for Public Limited Company, copy of work order, bill of Quantity, TDS certificate payments received and copy of final/last bill paid by client shall be submitted.

The following will be applicable for evaluating the eligibility:

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

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

- (iii) As proof of sufficient financial capacity and organizational resources, contractor should have received total payments against satisfactory execution of all completed /on-going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (up to the date of submission of the tender) of a value not less than 150% of advertised tender value.
- (iv) Tenderer shall submit a statement of contractual payments received during last three financial years and current financial year on the prescribed Performa as per Form No. 2B. The details shall be based on the form 16-A issued by the employer i.e. the certificate of deduction of tax at source as per Income Tax Act 1961. The photocopies of Form 16-A shall be enclosed duly attested by Notary Public with seal and Notarial Stamp thereon or a

certificate from auditor or audited balance sheet certified by Chartered Accountant clearly indicating the contractual amount received duly attested by Notary Public with seal and Notarial Stamp thereon.

- (v) The tenderer shall be considered disqualified/in-eligible if:
 - (a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to banning of Business, with the banning being valid as on the date of submission the Tender.
 - (b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.
- (vi) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.
- (vii) For the purpose of evaluation of proposals ,all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

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

1. For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or

authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).

2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form-22. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the railway thereunder.
4. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD) if any, Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

1.3.14 Period of Completion

The entire work is required to be completed in all respects within 24 months (Twenty Four months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

1.3.15 Deleted

- 1.3.16** If the Tenderer/s deliberately gives any wrong information about credentials / documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender

at any stage, besides, shall suspend business with such tenderer. The EMD of such tenderers shall also be forfeited.

1.3.17 Deleted

1.3.18 Quantum of work and materials:

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

1.3.19 Employer not bound to accept any tender:

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

1.3.20 Schedule of Prices

The Schedule-1 of the tender document lists out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.21 Performance Guarantee: Refer relevant clause of GCC.

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

1.3.23 Negotiation:

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

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

1.3.24 Site Inspection:

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

1.3.25 No form C & D shall be issued to the contractor for this work.

1.3.26 Preliminary examination of bids

- i) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- ii) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- c) The rates should be quoted carefully in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- iii) Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one: a. That affects in any substantial way the scope, quality or Performance of the contract.
- iv) That limits in any substantial way, inconsistent with the bidding documents, the DFCCIL's rights or the successful Bidder's obligations under the contracts; or

- v) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- vi) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
- vii) In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

1.3.27 Evaluation and comparison of tenders

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

1.3.28 Canvassing

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

1.3.29 Award of Contract

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

1.3.30 Understanding and Amendments of Tender Documents:

- a) The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

- b) The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- c) At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents.
- d) DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

1.3.31 Provision for medium and small enterprises(MSE):

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

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:
 - (i) District industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation

(vi) Directorate of Handicraft and Handloom

(vii) Any other body specified by Ministry of MSME.

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

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

4. Definition of MSEs owned by SC/ST is as give below:

(i) In case of proprietary MSE, proprietors (s) shall be SC/ST.

(ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

(iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.

5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.

6. The above facilities shall not be applicable for the items for which they are not registered.

7. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.

8. Registration of Udyog Aadhar Memorandum (UAM): All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP /www.ireps.gov.in failing which such bidders will not be able to enjoy the

benefits as per Public Procurement Policy for tenders invited electronically through CPPP /www.ireps.gov.in.

PART - I

CHAPTER - IV

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

- 1. (1) Definition:-** In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-
- (a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the DFCCIL or of the Successor DFCCIL authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) “General Manager of Railway ” shall mean the officer -in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway;
 - (c) “Chief Engineer” shall mean the officer -in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include CGM/GM of DFCCIL.
 - (d) “Divisional Railway Manager” shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by Managing Director / DFCCIL and shall mean and include their successors of the successor Railway.
 - (e) “Engineer” and Employer’s Engineer shall mean the Chief Project Manager/ General Manager / Chief General Manager of DFCCIL / PMC appointed by DFCCIL.
 - (f) “Engineer’s Representative” shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM / Dy.CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer’s

Representative of the successor Railway / DFCCIL.

- (g) “Contractor” shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) “Contract” shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.
- (i) “Works” shall mean the works to be executed in accordance with the contract.
- (j) “Specifications” shall mean the Specifications for materials and works referred / mentioned in tender documents.
- (k) “Schedule of rates of Railway” shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also include Rates specified in tender document.
- (l) “Drawing” shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) “Constructional Plan” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) “Temporary Works” shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) “Site” shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) “Period of Maintenance” shall mean the defect liability period from the date of completion of the works as certified by the Engineer.

- (q) "Contractor's authorized engineer" shall mean a graduate engineer having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Dy. Chief Engineer/Chief General Manager/General Manager /ROB /CGM.
- 1.(2) Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

- 2. (1) Execution Co-relation and intent of contract Documents:-**The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/ DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the

same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/CPM/CGM nominated by DFCCIL.

- 3.(1) Law governing the contract:-**The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4. Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
- 5. Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- 6. Occupation and use of land:-** No land belonging to or in the possession of the Railway/DFCCIL shall be occupied by the Contractor without the permission of the Railway/DFCCIL. The Contractor shall not use, or allow to be used; the site for any purposes other than that of executing the

works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. **Assignment or subletting of contract:-** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. **Deleted**
10. **Carriage of materials:-** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. **Deleted**

- 12. Representation on Works:-** The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
- 13. Relics and Treasures:-** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.
- 14. Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 15. Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways/DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) Security Deposit:-** The earnest money deposited by the contractor (if any) with this tender will be retained by the DFCCIL as part of security for the

due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

16.(2) 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 Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit.

Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing 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. If this competent authority is of the rank lower than JA grade / CGM, DFCCIL, then JA grade officer / CGM, DFCCIL (Concerned with the work) should issue the certificate. 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 Railways/DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:

- (i) 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.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank

Guarantee can also be accepted as a mode of obtaining security deposit.

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

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

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 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 15% 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 (if any) 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 in any of the following forms amounting to 3% of the contract value:-
- (i) a deposit of Cash
 - (ii) irrevocable Bank Guarantee
 - (iii) Government Securities including State Loan Bonds at 5 percent below the market value
 - (iv) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A deposit in the National Savings Certificates.
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds; and
 - (xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization advance.

- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee 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 up to 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 3 % (Three percent) for the excess value over the original contract value shall be deposited by the contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract, Performance Guarantee amounting to 3 % (Three percent of the decrease in contract value shall be returned to the contractor. The PG amount in excess of required PG for the decreased contract value, available with railways shall be returned to contractor as per their request duly safeguarding the interest of railways/DFCCIL.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the '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 the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) 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 and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.

- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India / DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the 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 the President of India.

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

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

extended date in terms of the following clauses:-

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for delay not due to DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of Railways/DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

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

- (iii) **Extension for delay due to Railways / DFCCIL:-** In the event of any failure or delay by the Railway / DFCCIL to hand over the Contractor possession of the

lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the DFCCIL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

- 17-B Extension of time for delay due to contractor:-** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the week.

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

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

Further competent authority while granting extension to the currency of contract under clause 17.(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under

clause 62 of these conditions, whether or not actual damage is caused by such default.

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

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this affect from the Engineer and shall proceed with the same with due expedition and without delay.

- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to 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.
- 19.(4) Setting out of works:-** The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
- 20.(1) Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to

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

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

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

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

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

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

- 22.(2) Drawings and specifications of the works:-** The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
- 22.(3) Ownership of drawings and specifications:-** All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's request for details:-** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ Chief General Manager / General Manager/CPM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23 Working during night:** - The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
- 24. Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/ DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss

or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

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

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

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

- 26.2** The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3** In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.

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

- 26A.1** The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
- 26A.2** In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 Deleted

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

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

- (a) The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

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

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works:- All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by

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

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

31.(2) Deleted

31.(3) Deleted

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

31.(4)(b) Deleted

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

33. (1) Tools, Plant and Materials Supplied by Railway / DFCCIL:- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the Railway/DFCCIL and

committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

- 33.(2) Hire of DFCCIL / Railway's Plant:-** The Railway / DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 34.(1) Precaution during progress of works:-** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 34.(2) Roads and Water courses:-** Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 34.(3) Provision of access to premises:-** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may 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.

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

35. Deleted.

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

(a) Provided for in the contract, or

(b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or

(c) Necessary for the safety of the works or any part thereof.

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

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

37. Rates for items of works:- The rates, entered in the accepted Schedule of

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

38. Deleted

- 39.(1) Rates for extra items of works:-** Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the

event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

- 39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer/ Chief General Manager/ General Manager/CPM within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's/ Chief General Manager's decision/ROB/CPM after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.
- 40. (1) Handing over of works:-** The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.
- 40.(2) Clearance of site on completion:-** On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the

Engineer.

VARIATIONS IN EXTENT OF CONTRACT

- 41. Modification to contract to be in writing:** - In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the DFCCIL and the Contractor, and till then the DFCCIL shall have the right to repudiate such arrangements.
- 42.(1) Powers of modification to contract:-** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2)** (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.
- 42.(3) Valuation of variations:-** The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause

shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly 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.

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of Competent Authority of DFCCIL;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

- (b)** The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c)** Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior concurrence of finance and approval of Competent Authority of DFCCIL.
- 3.** In cases where decrease is involved during execution of contract:
 - (a)** The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b)** For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c)** It should be certified that the work proposed to be reduced will not be required in the same work.
- 4.** The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
- 5.** No such quantity variation limit shall apply for foundation items.
- 6.** As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 7.** - Deleted -

8. - Deleted -

9. - Deleted -

10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

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

CLAIMS

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

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

- 45. Measurement of works:** - The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which "on account" or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor's attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:-
- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
 - (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- 45(ii). Measurement of works by Contactor's Authorized Representative (in case the contract provides for the same):**
- (a) The Contractor shall be paid for the works at the rates in the accepted

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

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's/DFCCIL's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken

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

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

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

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

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

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

46.(4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by cheque/RTGS but no cheque/RTGS will be issued for and amount less than Rs. 100/-

46A PRICE VARIATION CLAUSE:

- 46A.1** Applicability: Price variation clause shall be applicable for this contract and irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract.

Materials supplied free of cost by DFCCIL to the contractors shall fall outside the purview of price variation clause. If, in any case, accepted offer include some specific payment to be made to consultant or some materials supplied by DFCCIL free or at fixed rate, such payment shall be excluded from the gross value of the work for the purpose of payment /recovery of price variation.

- 46A.2** Base month: The base month for the 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter of applicability of PVC shall commence from the month following the month of opening of tender. The price variation shall be based on the average price Index of the quarter under consideration.

- 46A.3** Validity : Rates accepted by DFCCIL shall hold good till completion of work and no additional claim shall be admissible on account of fluctuations in market rates increase in taxes / any other levies / tolls etc except that payment recovery for overall market situation shall be made as per Price variation clause given hereunder.

- 46A.4** Adjustment for variation in prices of material, labour, fuel, explosives detonators, steel, concreting, ferrous, nonferrous, insulator, zinc and cement shall be determined in the manner prescribed hereunder.

- 46A.5** Components of various items in a contract on which variation in prices be admissible shall be material, labour, fuel, explosives detonators, steel, cement and lime, concreting, ferrous, nonferrous, insulator, zinc, erection, etc. However, for fixed component, no price variation shall be admissible.

- 46A.6** The percentages of labour, material, fuel, component etc. in various types of Engineering Works shall be as under:

Component	% age	Component	% age
(A) Earthwork contracts	N.A		
Labour component	-	Other material components	-
Fuel component	-	Fixed component *	-

(B) Ballast and Quarry products Contracts	N.A		
Labour component	-	Other material components	-
Fuel component	-	Fixed component*	-
(C) Tunneling Contracts	N.A		
Labour component		Detonator Component	-
Fuel component	-	Other material components	-
Explosive Component	-	Fixed component*	-
(D) Other work Contracts**			
Labour component	30%	Fuel component	15%
Material component	40%	Fixed component*	15%

* It shall not be considered for any price variation

** Category of PVC applicable for Schedule A, B, and C only (other than supply of cement and steel). PVC on schedule D shall be applicable as mentioned in clause 1.6 of 1.5.29 of Special Condition of Contract, Part-1 Chapter-V.

Note:- No PVC shall be paid on steel & cement.

46A.7 Formulae: The amount of variation in prices (increase/decrease) in the several components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad \frac{L}{L_B} = \frac{W \times (L_Q - L_B)}{100} \times L_C$$

- Applicable for schedule A, B & C

$$(ii) \quad \frac{M}{M_B} = \frac{W \times (M_Q - M_B)}{100} \times M_C$$

- Applicable for schedule A, B & C

$$(iii) \quad \frac{F}{F_B} = \frac{W \times (F_Q - F_B)}{100} \times F_C$$

- Applicable for schedule A, B & C

$$(iv) \frac{S}{SB} = \frac{Sw (SQ - SB)}{SB}$$

- Not Applicable for this work/tender/contract.

$$(v) \frac{C}{C_B} = \frac{C_V \times (C_Q - C_B)}{C_B}$$

- Not Applicable for this works/tender/contract.

L Amount of price variation in Labour.

M Amount of price variation in Materials.

F Amount of price variation in Fuel.

S Amount of price variation in Steel.

C Amount of price variation in Cement.

W Gross value of the work done by the contractor as per on account bill(s), excluding cost of materials supplied by DFCCIL at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)

L_B Consumer price index number for industrial workers- All India- published in RBI bulletin for the base period.

L_Q Consumer Price Index Number for industrial workers -All India- Published in RBI bulletin for the average Price Index of the three months of the quarter under consideration.

M_B Index Number of wholesale prices—By groups and sub groups-All commodities-As published in the RBI Bulletin for the base period

M_Q Index Number of wholesale prices – By Groups and sub Groups-All commodities as published in the RBI Bulletin for the average Price Index of the three months of the quarter under consideration.

F_B Index Number of wholesale prices – By Groups and sub Groups for fuel,

power, light and lubricants as published in the RBI Bulletin for the base period

F_Q Index Number of wholesale prices – By Groups and sub Groups for fuel and power as published in the RBI Bulletin for the average Price Index of the three months of the quarter under consideration.

S Amount of price variation in Reinforcement steel.

SW Gross value of reinforcement steel supplied by the Contractor as per the 'on-account' bill for the month under consideration

SQ The index number of commodity "MS Bright Bars of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL' of Wholesale Price Index published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP) in the month on the day 28 days prior to the last day of the period to which a particular interim payment certificate is related.

SB The index Number of commodity 'MS Bright Bars of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL' of Wholesale Price Index published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry department of Industrial Policy & Promotion (DIPP) in the month on the day 28 prior to the closing date of submission of Bids.

If the rates in negotiated tenders are accepted, this will be the month in which negotiations were held.

C_V Value of cement supplied by contractor as per on account bill in the quarter under consideration.

C_B Index Number of wholesale prices of sub Group (of cement & lime) as published in the RBI Bulletin for the base period.

C_Q Index Number of wholesale prices of sub Group (of cement & lime) as published in the RBI Bulletin for the average price index of three months of quarter under consideration.

L_C % of labour component

M_C % of Material component

F_C % of Fuel component

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9 Relevant categories of steel for the purpose of operating the above price variation, as mentioned in this clause, based on WPI thereof are as under:

S.No.	Category of steel supplied in Railway work	Category of steel produced/supplied
1	Reinforcement bars and other rounds	TMT8 mm,IS1786Fe 415/Fe500D/550D
2	All types and sizes of angles	Angle 65X65X6mmIS2062E250ASK
3	All types and sizes of plates	PMPlatesabove10-20mmIS2062E250A SK
4	All types and sizes of channels and joists	Channels 200x75mmIS 2062E250ASK
5	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under S.No.1,2, 3 above

Special Note

- (1) It is clearly indicated that price variation implies both increase as well decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.
- (2) The Index Number for the base period will be the Index Number as obtained for the month of opening of the tender and the quarter will commence from the month following the month of opening of tender. If the rates quoted in negotiated tenders are accepted, the base month for PVC will be month in which Negotiations are held.

- (3) General Conditions of Contract shall be applicable in context of Price variation. However, decision of Engineer shall be final & finding, in case of any conflict.

46A.10 Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17-B of the General Conditions of Contract, price adjustment shall be done as follows:

(a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract; as the case may be.

(b) In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the General Conditions of Contract.

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

- 48.(1) Certificate of completion of works:-** As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.
- 48.(2) Contractor not absolved by completion Certificate:-** The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 49.0 Approval only by maintenance Certificate:-** No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.
- 50.(1) Maintenance Certificate:-** The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating

that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

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

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

51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are 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 DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

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

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

52.0 Withholding and lien in respect of sums claimed:-

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose

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

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

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

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

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

subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL/Railways' dues against the terminated contract.

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

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

LABOUR

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

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the

Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

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

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

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

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

- 55.0 Provisions of payments of Wages Act:-** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the Railways/DFCCIL deduct the same from moneys due to

contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

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

- 55A.(1)** The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- 55A.(2)** The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- 55A.(3)** The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- 55A.(4)** In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- 55A.(5)** In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice

to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

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

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

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

possible assistance.

- 57.0 Provision of Workmen's Compensation Act:-** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.
- 57A. Provision of Mines Act:-** The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 Railway/DFCCIL not to provide quarters for Contractors:** - No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.
- 59.(1) Labour Camps:-** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) Compliance to rules for employment of labour:-** The contractor(s) shall

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

- 59.(3) Preservation of peace:-** The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.
- 59.(4) Sanitary arrangements:-** The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(5) Outbreak of infectious disease:-** The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(6) Deleted**
- 59.(7) Medical facilities at site: -** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) Use of intoxicants: -** The sale of ardent spirits or other intoxicating beverages

upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

- 59.(9) Non-employment of female labour:** - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.
- 59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.
- 60.(1) Non-employment of labours below the age of 15:-** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.
- 60.(2) Medical Certificate of fitness for labour:** - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 60.(3) Period of validity of medical fitness certificate:-** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted

or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

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

EXPLANATIONS:-

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

DETERMINATION OF CONTRACT

- 61.(1) Right of DFCCIL of determine the contract:-** The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL/Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefore shall be conclusive evidence thereof.
- 61. (2) Payment on determination of contract:** - Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for

expenditure incurred by him in the expectation of completing the whole of the work, the Railways /DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL/Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

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

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

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or

- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
 - (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
 - (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways/DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

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

engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

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

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

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

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

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

possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

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

64. (1) Demand for Arbitration:-

- 64. (1) (i)** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and

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

- 64.(1) (ii) (a)** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
- 64.(1) (ii) (b)** The parties may waive off the applicability of the sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such a waiver, in writing, after dispute having arisen between them, in the format given under Annexure XII of these conditions.
- 64.(1) (iii) (a)** The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.
- 64.(1) (iii) (b)** The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 64.(1) (iii) (c)** The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- 64.(1) (iii) (d)** Place of Arbitration : The place of arbitration would be within the geographical limits of the DFCCIL where the cause of action arose or the Headquarters of the DFCCIL or any other place with the written consent of both the parties.
- 64.(1) (iv)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

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

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

64.(3) Appointment of arbitrator

64.(3) (a) Appointment of arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has been waived off:

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

64.(3)(a)(ii) In cases not covered by the clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least 4 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL.

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

contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.

64. (3)(b) Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off:

The Arbitral Tribunal shall consist of Panel of three (3) retired DFCCIL Official, retired not below the rank of GM, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of retired DFCCIL Officer(s) empanelled to work as DFCCIL 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 GM.

Contractor will be asked to suggest to Chief General Manager / General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The General Manager shall appoint at least one out of them as contractor's nominee and will also simultaneously appoint the balance number of arbitrator from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them has served in the Accounts Department

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

64 (3)(c)(ii):

(a) The arbitrator Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and 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 the

delay. The proceedings shall normally be conducted on the basis of document and written statements.

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

64 (3)(c)(iii): (i) Qualification of Arbitrator(s)

- (a) Serving Gazetted Railway/DFCCIL Officers of not below JA Grade level
- (b) Retired Railway officers/DFCCIL not below SA Grade level, three years after his date of retirement.
- (c) Age of arbitrator at the time of appointment shall be below 70 years.

- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

- (iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had the opportunity to deal with the matters to which the contract relates or who in the course of his/her 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 course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

- 64 (3)(d)(iii):** A party may apply to Tribunal within 60 days of receipt award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5)** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64.(6)(a)** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given below to these conditions after/while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- (b)(i) Sole Arbitrator shall be entitled to 25% extra fee over the fee prescribed by DFCCIL from time to time.
- (b)(ii) Arbitrator shall be entitled to 50% extra fee if Award is decided within six months.
- 64(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this clause.

**Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of
· Arbitration and Conciliation (Amendment) Act**

I/we::: (Name of · agency/contractor) with reference to agreement no : .. raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 -
- (iii) Claim 3-

I/we (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we do/do not agree to waive off applicability of section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (name of claimant) with reference to agreement no. hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

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

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations) :
- 4. I do not have more than five on-going Arbitration cases with me.**

5. I hereby certify that I have retired from Railways w.e.f. and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.

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

Or

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

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

Or

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

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

Or

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

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

65.0 Participation of Joint Venture (JV) Firms In Works Tender: This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board /DFCCIL from time to time.

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

65.2 Number of members in a JV Firm shall not be more than three.

- 65.3** A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- 65.4** The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 65.5** Normally earnest money deposit (EMD) shall be submitted only in the name of Employer “Dedicated Freight Corridor Corporation of India Limited” A/C JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Employer “Dedicated Freight Corridor Corporation of India Limited” A/C of Lead Member can be accepted subject to written confirmation from JV members to the effect, that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.
- 65.6** One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value as defined in technical eligibility criteria. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 65.7** A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose is enclosed along with the tender, Form No. 9).
- 65.8** Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 65.9** Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways /DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the

Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

- 65.10** Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 65.11** On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 65.12** On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways/ DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :
- 65.12.1** Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways /DFCCIL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways / DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 65.12.2** Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability period after the work is completed.
- 65.12.3** Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

- 65.13** Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- 65.14** No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways/DFCCIL) in respect of the said tender/contract.
- 65.15** Documents to be enclosed by the JV Firm along with the tender :
- 65.15.1** In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted :
- (a) Notary certified copy of the Partnership Deed,
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- 65.15.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- 65.15.3** In case one or more members is/are limited companies, the following documents shall be submitted:
- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the

Company and enter into liability against the company and/or do any other act on behalf of the company.

- (b) Copy of Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

65.15.4 Deleted

65.16 Credentials & Qualifying Criteria: Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria:

65.16.1 Technical Eligibility Criteria: As defined in Preamble and General Instructions to tenderers.

65.16.2 Financial Eligibility Criteria: As defined in Preamble and General Instructions to tenderers.

PART - I

CHAPTER - V

SPECIAL CONDITIONS OF CONTRACT

- 1.5.1** This Tender shall be governed by instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.5.2** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 1.5.3** **Scheme of work:** - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed plan for execution of work and various documents enumerated in tender papers to the employer.
- 1.5.4** **Quality Assurance Plan for Substructure and foundation**

All materials used in the work shall be of the best quality as per codes. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall submit Quality Assurance Plan for the substructure and foundation. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed in for the construction of substructure and foundation. These are to be approved from the client /

DFCCIL.

1.5.5 Quality Assurance Plan for Superstructure including bearings

- (a) All materials used in the work shall be of the best quality as per codes / Specifications
- (b) The contractor shall ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection through Quality Assurance Plan.
- (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.

1.5.6 Deleted

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

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

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

1.5.8.2 The documentation control system:

- i) Basic control system.
- ii) Adopted at the Contractor Depot and work site.

1.5.8.3. Procedure adopted for:

- i) Source Inspection.
- ii) Incoming raw material inspection.
- iii) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

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

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records.

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

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

1.5.9 Traffic Blocks / Power Blocks / Shut Down:

- (a) The contractor shall obtain Power / Traffic / Shut down in the name of authorized representative of DFCCIL. Engineer/Engineer's representative will facilitate to make arrangements to obtain power blocks / shutdown (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track work. Works such as foundations of abutments/piers shall generally be done without blocks. However if block is required due to safety considerations, the construction shall be done under block. The requirement of shut down, power blocks etc. shall be assessed by the contractor and will be submitted to the Engineer/Engineer's representative..
- (b) Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost.
- (c) Block period shall be counted from the time the TR-line is placed at the Contractor's disposal at the work-spot till it is cleared by the Contractor.
- (d) Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with the traffic control/traction power controller will be carried out by the Engineer staff and for this purpose the Engineer will depute a representative for each

ROB, who will be responsible for imposing power blocks/shut down and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by Engineer/Engineer's representative in case of works involving safety of running tracks.

- (e) The works required to be done under traffic block shall be carried out only in the presence of DFCCIL officials. The Railway supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic block shall be carried out under the provision of banner flag and protection of engineering flagman.
- (f) Any charges which may be levied by IR on account of "Possessions" shall be payable by the contractor but shall be reimbursed by the Employer. However penalties, if any, levied by Indian Railways caused due to any careless working or otherwise of violation of the Terms and Conditions of the track block, shall be payable by the contractor.

1.5.10 Work by Other Agencies

- (a) Any other works undertaken at the same time by the Engineer direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Employer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Employer in order to permit simultaneous execution of his own works and those undertaken by other contractors or the DFCCIL without being entitled on this account on any extra charge.
- (b) The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

1.5.11 Infringement of patents:

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade

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

- (b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) **Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.5.12 Insurance:- (CAR policy)

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

- (a) Liability for death of or injury to any person/ employer's staff / animals or things or loss of or damage to any property / things / the work of other contractor (other than the work) arising out of the performance of the Contract.
- (b) Construction Plant, Machinery and equipment brought to site by the Contractor.
- (c) Any other insurance cover as may be required by the law of the land.

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

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

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

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

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

1.5.13 Accident:-

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.
- (c) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs. 5 lakh for any one accident.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to Railway /DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

1.5.14 Safety Measures: -

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the

event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.

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

1.5.15 Guarantee / Defect Liability Period:-

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period of 6 months from the date of taking over by the Employer**

- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later.

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

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

1.5.16 Final Acceptance:-

- (a) The final acceptance of the entire work executed shall take effect from the date of expiry of the period of guarantee / Defect Liability period as defined in paragraph 1.5.15 above of the expiry of the last of the respective periods of guarantee of various ROBs, provided in any case that the Contractor has complied fully with his obligations under clause 1.5.15 in respect of work, provided also that the attention has been paid by way of maintenance by the Employer.
- (b) If on the other hand the contractor has not so complied with his obligation under Para 1.5.15 above in respect of any work, the Employer may either extend the period of guarantee in respect of that work until the necessary works are carried out by the Contractor or carry out those works or got them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each work, a certificate of final acceptance for the section shall be issued by the Employer and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Employer.
- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

remain in force between the parties hereto.

1.5.17 Payment:-

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

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- (iv) It is an agreed term of the contract that the employer reserves the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged

to have been done by him under the contract.

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

1.5.19 Performance Guarantee:-

- i) The Bank Guarantee for performance Guarantee shall remain valid until a date 60 days (or as specified in the Contract) after expiry of Defects Liability Period.
- ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- iii) The performance Guarantee shall be released 21 days after issue of completion certificate and passing of final bill.

1.5.20 Advances to contractor: - (Applicable for Advertised tender of value more than Rs. 25.00 crore) Not Applicable for this tender.

(a) : Mobilisation advance –

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

- Stage I - 5% of Contract Value on signing of the contract agreement.
- Stage II - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

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

(b) : Advance Against Machinery and Equipment – (NOT APPLICABLE)

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

(c) Advances for accelerating progress of the work during course of execution of Contract – (NOT APPLICABLE)

This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by the Chief General Manager on the recommendations of the Engineer in-charge, in consultation with the Associate Finance. While recommending this advance for sanction of Chief General Manager, the Engineer in-charge shall also confirm that progress of the contract work has been as per milestones/targets laid down and no extension to Date of completion of the contract has been given on contractor's account.

(d) : Advances in Exceptional Cases – (NOT APPLICABLE)

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

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

- i. The advance shall carry an interest at the rate to be decided by the Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders to be opened in that financial year.
- ii. Advances except those against machinery and equipment shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSCs) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest). The Bank Guarantee shall be from a Nationalised Bank in India or State Bank of India in a form acceptable to the Railways/DFCCIL-Tender form-19.

- iii. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each “on account bill” will be on pro-rata basis;
- iv. That the grant of advance is primarily in Railway's/ DFCCIL's own interest;
- v. That a contractor does not receive advances for same work from different officers;
- vi. That arrangement are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances; and
- vii. That all necessary precautions are taken to secure Government from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper progress of the work.

(f) : Method of Recovery of Interest –

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

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

1.5.21 Arbitration: - Refer to clause 63 of GCC.

1.5.22 Integrity Pact :-

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially

envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

A copy of pre contract integrity pact is enclosed as form no. 20 for signature of bidder as acceptance, as and when Independent External monitor is appointed.

1.5.23 Special Clause related to Price Variation clause (46A)

The price variation payment will be released after publication of final indices for quarter under consideration by RBI.

1.5.24 Change in law

“The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:

- a. A change in the law of the country (including the introduction of new laws and the repeal or modification of existing laws) : or
- b. In the Judicial or official government interpretation of such laws, or
- c. The commencement of any Indian law which has not entered into effect until the bid submission date; or
- d. Any change in the rates of any of the taxes on supply o materials and services that have a direct effect on the works.

Which affect the contractor in the performance of obligation under the contract.

Further if as a result of change in law, interpretation, or rates of taxes, the contractor benefits from any reduction in the cost for the execution of this contract, save and except as expressly provided for this sub-clause or in accordance with the provisions of this contract, the contractor shall, within [28] days from the date he becomes reasonably aware of such reduction in the cost, notify the employer of such reduction in cost.”

1.5.25 Updation of Labour Data on Railway’s Shramikkalyan portal

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways/DFCCIL’s General

Condition of Contract. In order to ensure the same, an application has been developed and hosted on website “www.shramikkalyan.indianrailways.gov.in”. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

- a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreement on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any ‘On Account Bill’ or ‘Final Bill’ or release of ‘Advance’ or ‘performance guarantee/Security deposit’, Contractor shall submit a certificate to the Engineer or Engineer’s representative that “I Have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till-----Month-----Year.”

1.5.26 STATUTORY COMPLIANCES:

The Contractor shall;

- (a) Accept full and exclusive liability for the personnel deployed and other obligations referred under the laws/rules/regulations now and thereafter imposed by the appropriate government/authorities.
- (b) Keep DFCCIL indemnified against all losses, damages or liability arising out of or imposed in the course of employment of such persons or arising in accordance with any labour laws. DFCCIL will not have any liability whatsoever concerning the persons deployed by the Contractor for the purpose.
- (c) If as a result of any claim arising out of any reasons stated in 2 (b) above or due to any negligence on part of the personnel deployed, if DFCCIL is made to pay any amount, then DFCCIL shall recover the same from the payment due to the Contractor or send a notice to the Contractor for refund of the same to the DFCCIL and the Contractor shall be liable to reimburse the same within 7 working days of the receipt of such notice. The Bidder shall comply all statutory requirements including compliance of LAWS, Acts, Rules and Regulations.

1.5.27 SCOPE OF P-WAY/TRACK RELATED WORKS

1- SPECIAL CONDITIONS OF CONTRACT FOR TRACK WORKS

1.1 The execution of works in contract shall be governed by Indian Railway Code for Engineering Department, Indian Railway Permanent Way Manual, Indian Railway Track Machine Manual USFD Manual, DFCCIL'S SSOD (Eastern corridor) and the standard specification of track material and works. In case of contradictions, the clauses under track special conditions and specifications shall prevail.

1.2 The tenderer in their own interest should visit the site of work with the concerned Executives/APM of DFCCIL or with their authorized representatives after fixing an appointment with them in advance and ascertain the nature and quantum of work, site condition, availability of approach roads, availability of labour, water, electricity, land for labour camps etc.

1.3 The contractor shall not start any work on the track under traffic condition without the presence of DFCCIL's supervisor at site .in case the contractor or his representative starts any work ,it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action under the Indian Railway Act.

1.4 In case any train is detained at approach of work site or at a station on account of its passage being considered unsafe by DFCCIL supervisor due to bad workmanship of the contractor or the track parameter being unsatisfactory for safe passage of trains ,or due to the contractor leaving the work site unfinished or due to work being delayed by the contractor . The DFCCIL shall be entitled to recover detention charges from contractor 's bill or security deposit or any other dues etc. At the rate of Rs. 5000/- per hour or part thereof for each train so detained. Detention of train as determined by DFCCIL shall be final and binding upon the contractor.

1.5 Notwithstanding the provisions of clause 62 of GCC, the DFCCIL reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.

1.6 In case any accident occurs at the work site ,the findings of enquiry committee set up the Railway/DFCCIL to investigate the cause of accident shall be final and binding on the contractor . If contractor is held responsible for the accident , the contractor is liable to be terminated forthwith notwithstanding the provisions of GCC.

1.7 Irrespective of invoking provisions of clause 1.6 above mentioned or otherwise ,penalty up to an upper limit of 10% of the total cost of work may be imposed in case accident occurs due to contractor 's negligence as decided by the DFCCIL, whose decision shall be final and binding on the contractor. The contractor is also liable for prosecution if loss of life is involved.

1.8 Traffic blocks required to carry out certain track works will be arranged by the DFCCIL. Actual availability of block vis-a vis those planned. The wastage of labor , if any , occurring on account of non availability of block would not be paid for. No claims of such account shall be considered.

1.9 The contractor shall proceed for the work in systematic manner so as to ensure that the stretch of track under speed restrictions and its duration are the minimum. The decision of the engineer in this regard shall be final and binding.

1.10 On deep screening sites the contractor may be required to handle additional ballast which might have been put in during the intervening period . Nothing extra will be paid for handling the additional ballast in all such cases.

1.11 The work shall be carried out that there is no infringement to DFCCIL'S Standard Schedule of Dimensions.

1.12 The DFCCIL shall arrange for protection of track(s) by their staff. In addition the contractor may arrange for lookout man to warn his workers. No compensation will be paid by DFCCIL in case of injury or death to contractor's worker and the contractor indemnify the DFCCIL of any responsibility in this regard. The contractor may obtain group insurance in respect of his work.

1.13 At each work site ,the contractor shall employ and post one technical supervisor who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor so employed shall be advised to Engineer. If in the opinion of the Engineer this supervisor is not fit to be the in charge of work , he shall be forthwith replaced, in this matter ,decision of the Engineer shall be final and binding on the contractor.

1.14 The contractor 's technical supervisor shall be present at work site ,at all the times, when the work being execute. The contractor shall employ adequate number of workers to give consistent and desired progress per day.

1.15 The contractor shall arrange for the safe custody of the DFCCIL/Railway's material supplied/hired to him. In case of loss of DFCCIL material the DFCCIL will recover the cost as per extant rules.

1.16 Site order books ,progress register and material issue register shall be maintained at site and the entries will be recorded on day to day basis in the registers and signed jointly by DFCCIL supervisors and by contractor or his authorized representatives .All details of stretches under various stage of work for different stages of packing, imposition

and removal of speed restriction , measurement of track parameters ,account of released material etc shall be recorded therein.

1.17 For execution of works the contractor has to arrange his own tools, plants and equipment's, unless otherwise stated in the schedule. DFCCIL shall provide equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases , hire charge as per extant rules for the tools and plants and equipment supplied by the DFCCIL to the contractor will be recovered from the bills/security deposit/or any other dues.

1.18 In case of loading ,unloading from railway wagons all commercial formalities shall be observed. All demurrage / wharfage charges occurring due to neglect of contractor will be recovered from his bills.

1.19 The contractor may be required to suspend deep screening work during adverse conditions ,such as rains and no compensation will be payable.

1.20 Portable ballast cleaners/inclined screens shall be used for screening the ballast at deep screening sites. Use of wire baskets is not permissible for screening ballast. The contractor shall make his own arrangements for Portable ballast cleaners/inclined screens. Where ever feasible these may be supplied by DFCCIL .

1.21 No ballast shall be wasted on the slopes of banks or in cuttings.

1.22 Provision of temporary speed restriction boards and their lighting etc shall be arranged by the DFCCIL.

1.23 Rail, sleeper, and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use.(concrete sleepers shall preferably be handled by mechanical equipment)

1.24NON COMPLIANCE WITH THE INSTRUCTION/DIRECTIVES OF THE ENGINEER 'S REPRESENTATIVE

A--The contractor shall always comply with the instruction/directives issued by the Engineer ' Representative from time to time . In the event of non-compliance with such instructions/directives , apart from and in addition to other remedies available to the

DFCCIL /Railway as specified herein above the Engineer's representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the site and unhampered movement of Railway/DFCCIL traffic. The decision of Engineer 's representative in regard to the need , appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the DFCCIL/Railway shall be intimated in writing by the Engineer's representative to the contractor soon after such deployment.

B--When the required staff workers with necessary equipment are deployed in the above manner ,recovery at the following rates shall be made from the contractor 's dues under this contract or any other contract. The recovery of total numbers of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs. 30/-(Rs thirty) only per hour. The aggregate period of the man hours for purpose of above recoveries shall be reckoned from the time DFCCIL/Railway staff workers actually deployed at the work site till the work is completed to the satisfaction of the Engineer's representative whose decision in this regard shall be final , conclusive and binding on the contractor . Recoveries for the deployment of the tools, plant and equipment shall be made at the rate twice the hire charges as per extant rules.

1.25 PERSISTENT NON COMPLIANCE WITH THE INSTRUCTION/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE

A- If the contractor persistently does not comply with instruction /directives of the engineer's representative, apart from and in addition to the remedies available to the DFCCIL /Railway as specified herein above without prejudice to the DFCCIL /Railway's right in this regard ,the Engineer's representative which for the purpose of this clause shall include the inspector of Civil Engineering Department, appointed by the DFCCIL can suspend the contractor's work till the Engineer's representative is satisfied that the contractor has taken necessary steps and is in position to comply with the instructions issued by the Engineer 's representative.

B -The decision of Engineer 's representative in this regard shall be final ,conclusive and binding on the contractor . The contractor shall not have any claim what-so-ever against the DFCCIL for such suspension of the work.

C-During such period suspension of work ,the contractor shall not in any manner attempt to carry out any work at the work site . Any such attempt on the part of the contractor shall tantamount to tampering of the DFCCIL track , for which the contractor shall be liable for appropriate action under the relevant provision of Indian Railway Act OR any other act applicable/enforceable from time to time.

1.26 When material are being moved on track under para 1120 of IRPWM by material trolley /dip lorry , movement shall be permitted strictly under the control and supervision of DFCCIL representative , holding a competency certificate for working lorries/dip lorry under para 1120 (4) of IRPWM without block protection , unloading/loading of material trolley /lorry to permit movement of trains may become necessary. Such incidental loading (s)/unloading (s) shall not not entail measurement of payment.

1.27 In course of execution of any of the works specified in the schedule , if any damage occurs to the rails , sleepers , points and crossing or other permanent way materials, tendering them unsuitable or use cost of materials damaged shall be recovered by railway from the contractor as per extent rules.

1.28 All tools, plants equipment and other materials to be used by the contractor shall be of approved type only.

1.29 Contractor must have minimum 100nos, skilled/semi skilled/ unskilled P-way manpower on his roll duly approved by DFCCIL and all related compliance to various agencies shall submit the regularly to DFCCIL. These manpower initially approved by DFCCIL should continue through the currency of contract and in case change in these manpower more than 10% of total approved strength, penalty @ Rs. 1000/- per month per manpower shall be levied.

1.5.28 SCOPE OF SANITATION / CLEANING & HOUSEKEEPING SERVICES

1.0 Scope of housekeeping services:

The Scope of Housekeeping Services includes provision of Semi-Skilled and Skilled Outsourced Personnel to perform prescribed duties for station buildings with other utility buildings (like IMD & IMSD etc). The Housekeeping Services Agency (Contractor) will have to provide following categories of personnel:

1.1 Semi-Skilled Category:

In this category, the following type of outsourced Personnel are to be provided:

a) **Office Boys /Care-Taker**

The minimum qualification of Office Boys shall be Class VIII. The duties assigned shall be as follows:

- (i) Upkeep and Cleaning of Rooms, Cabins, Workstations, Station Master room, equipment room, maintenance room, Inspector rest room, officers rest room, store room, workshop & other room etc, and Dusting of Furniture, Computers, Equipment etc. provided there.
- (ii) Distribution of Files, Documents, Letters etc.
- (iii) Arranging and Serving of Tea/Coffee/Beverages, Snacks, Meals etc. in the office.
- (iv) Cleaning of Utensils/Crockery/Cutlery.
- (v) Carriage of Office Bags/Documents etc. from/to Vehicles to/from Office Room/Cabin/Work Station.
- (vi) Arrangements for Meetings/Conferences/Events etc.
- (vii) Any Other Work assigned by the Officer In-Charge.

b) **Gardeners**

The minimum qualification of Gardener shall be with minimum experience of Three year. The duties assigned shall be as follows:

- (i) Daily Maintenance of Plants provided in Operation control centre & station buildings with other utility buildings (like IMD & IMSD etc).
- (ii) Maintenance of Lawn, Plants and Trees available.
- (iii) Ensuring Maintenance of Grass free of Weeds. Weeding and Lawn Mowing on a weekly basis.
- (iv) Preparing and Maintaining the Flower Beds, Trimming of the Plants, Hedges and Trees.
- (v) Watering of the Lawn, Plants, Trees and Hedges on a daily basis.
- (vi) Planting Seasonal Plants/Potted Plants as provided by DFCCIL.
- (vii) Maintenance of Pots/ Planters etc.
- (viii) Any Other Work related to Upkeep and Maintenance of Garden/Plants or assigned by the Officer In-Charge.

1.2 Skilled Category:

In this category, the following type of outsourced Personnel are to be provided:

a) **Housekeeping Supervisors**

The minimum qualification of Housekeeping Supervisors shall be Class XII. The duties assigned shall be as follows:

- (i) Supervision of Overall Work of Housekeeping Services.
- (ii) To maintain the Attendance Register/Record of Outsourced Personnel and to get the same checked by Officer Incharge or his Representative.
- (iii) To keep the Outsourced Manpower disciplined and ensure proper Behavior and Etiquettes from Outsourced Personnel.
- (iv) To attend Complaints regarding Housekeeping Services/Outsourced Personnel.
- (v) To arrange Replacement of Housekeeping Personnel in the case of Leave/Sick etc.
- (vi) Liaison with Housekeeping Services Agency (Contractor) and DFCCIL Officer Incharge or his Representative.
- (vii) Ensuring Wearing of Uniform and Photo ID Card by all Outsourced Personnel.
- (viii) Attending to Senior Officers of DFCCIL.
- (ix) Supervising Arrangements for Meetings/Conferences/Events etc.
- (x) Any Other Work assigned by the Officer In-Charge.

**b) Plumber/ Carpenters/ Electricians/Mason
As Plumber**

The minimum qualification of Plumber shall be relevant ITI with minimum experience in Plumbing of one year/ experienced person more than three 3 years. The duties assigned shall be as follows:

- (i) Minor Plumbing Works like removing blockage of drains and internal sewage, tightening/loosening of fittings etc.
- (ii) Operation of water pumps valves etc.
- (iii) Repair/Replacement of sanitary fittings, toilets seats, pipes, valves etc.
- (iv) Daily monitoring of all Washrooms, Toilets, Urinals and Water Supply and Distribution System for proper functioning.
- (v) To maintain inventory of Tools and Plants, Sanitary Spares etc.
- (vi) Maintenance of necessary records including Daily Work Diary, Maintenance and Repair Records etc.
- (vii) Any Other Work assigned by the Officer In-Charge.

c) As Carpenters

- (i) Minor Carpentry Works like fixing of locks, handles and tables/drawers etc.
- (ii) Minor Repair of doors and windows including fixing and repair of door closers, door stoppers and other fittings.
- (iii) Tightening of hinges of doors, windows etc.
- (iv) Minor repair/adjustment of furniture including sofa, tables, chairs, almirah etc.
- (v) Minor fabrication works.
- (vi) Any Other Work assigned by the Officer In-Charge.

d) As Electricians :

The minimum qualification of Electrician shall be relevant ITI with minimum experience of one year. The duties assigned shall be as follows:

- (i) Troubleshooting, Repair and Maintenance of all Electricals including Electrical Circuits, Lighting and Electrical Equipment installed in the Operation control centre & station buildings with other utility buildings (like IMD & IMSD etc).
- (ii) Operation and Maintenance of Electrical Switchgear including ACBs, MCCBs, MCBs, Switches etc.
- (iii) Minor Electrical Wiring and Cabling Works.
- (iv) Preventative and Breakdown maintenance of Electrical Switchgear and Electrical Equipment.
- (v) Operation of Electrical Panels, Electrical Equipment, Pumps, Electrical Machines, DG Sets etc.
- (vi) To attend Electrical Breakdown in the DFCCIL Operation control centre & station buildings with other utility buildings (like IMD & IMSD etc) premises round the clock.
- (vii) Operation of Lifts including Emergency Lift Operation and Rescue Operation.
- (viii) Monitoring of all Electricals including Power Supply.
- (ix) Any Other Work Electrical Works as desired by the Officer In-Charge.

e) As Mason :

The minimum qualification of Mason shall be with minimum experience of three year. The duties assigned shall be as follows:

- (i) Repairing/maintenance of civil works as required.
- (ii) Monitoring of defects in building/structure.
- (ii) Any Other civil repair related work as desired by the Officer In-Charge.

2.0 Scope of Sanitation cleaning

The scope of work includes sanitation/cleaning of station buildings with other utility buildings (like IMD & IMSD etc) and associated premises spread over an area of about 28749 square meters excluding circulating area. Sanitation / Cleaning Agency shall be responsible for sanitation/cleaning of Operation Control Centre at Allahabad (U.P.), 4 nos. Junction stations (i.e. New Bhaupur, New Tundla, New Daudkhan, New Khurja), 6 nos Crossing station (New Kanchausi, New Achalda, New Ekdil, New Bhadan, New Makhanpur, New Hathras), Intermediate Maintenance Depot near New Ekdil crossing station & New Khurja Junction station and Intermediate Maintenance sub-Depot near New Bhaupur, New Kanchausi, New Achalda, New Bhadan, New Makhanpur, New Tundla, New Hathras, New Daudkhan station of Eastern Dedicated Freight Corridors-. The following cleaning services will be done daily from Monday to Friday and on Saturday / Holiday at regular intervals so that the areas covered under the contract remain spic and span all the time. For providing sanitation cleaning services, the Sanitation Cleaning Agency shall have Trained Manpower (as mentioned in Financial Bid), Cleaning Materials (Annexure 2), Tools & Plant and Machines & plants (Annexure 3).

Maintenance Schedule from Monday to Saturday:

- (i) Sanitation/Cleaning, Sweeping, Mopping and Wiping of Floors, Railings, Lift Lobbies, Staircases, Corridors, Interior Glass Arcades, Pantries, Toilets, Conference Halls, Meeting Rooms, Chambers, Rooms, Workstations etc. on a daily basis or as required by the Officer-in-charge. Cleaning activity shall start in the morning at 7:30 a.m. so as to complete before 9.15 a.m. The wet mopping of floors, corridors etc. should be carried out at least thrice a day with phenyl/disinfectant so as to keep premises clean all the time.
- (ii) Spraying of Room fresheners in the rooms before office timings and during the day as required.

- (iii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls, Sanitary Paper Rolls, Paper Dispenser Rolls, Face Tissue etc. after daily check-ups in the morning, afternoon and on call basis during daytime. Soap containers, mugs, bucket and all other items available in the toilets should be kept absolutely clean throughout the day. Toilets & Wash Room areas are to be cleaned on an hourly basis and as and when required to keep them neat and clean all the time.
- (iv) Removal of dust, cobwebs, waste/ scrap from all dustbins, cleaning of ashtrays, spittoons etc. and disposal of the same in designated spots provided by municipal authorities.
- (v) All Dustbins are to be provided with Polythene/Disposable Covers on a daily basis and as and when required. All Dustbins will have to be cleaned and washed regularly so as to give neat, clean and hygienic appearance.
- (vi) Disposal of accumulated garbage/waste at least twice in a day and/or at any time when garbage/waste is accumulated in a larger quantity than the capacity of dustbin/garbage drum. The garbage should never be kept overnight in the premises of station buildings and other utility buildings (like IMD & IMSD etc). The garbage shall be disposed in a sealed manner by carrying them in Disposable Garbage Bags.
- (vii) Sanitation/Cleaning Agency shall make its own arrangement for carriage of materials like garbage, malba, minor building rubbish, earth, etc. and to dispose them beyond the premises to the nearest municipal garbage bin.

Maintenance Schedule on Holiday:

Cleaning and Sanitation of entire station buildings with other utility buildings (like IMD & IMSD etc) including the following:

- (i) Cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, or any other chemical using automatic mopper/scrubbing machine to be used at least once in a week.
- (ii) Washing & Scrubbing of Staircases, Corridors, Circulating area etc. & Cleaning of Lift Lobbies.
- (iii) Dusting of false ceiling etc. with soft broom and cloth;
- (iv) Cleaning of sofa sets, carpet with vacuum cleaner;
- (v) Cleaning of brass letter name plates by brasso (polish) & other name plates by suitable means.
- (vi) Curtains/blinds cleaning with vacuum cleaner;
- (vii) Tiles cleaning with thinner;
- (viii) Cleaning of Terrace, Parking Area, Garden, Chajjas, Lifts/Air Conditioners/ Plant Rooms, Cleaning of cobwebs, Glass Facades.
- (ix) Shifting of furniture items, cabinets etc. from one floor to another as per the requirement of officer in charge.
- (x) Cleaning and Dusting of Electrical Switchboards, Light Fixtures, Fans, Air Conditioner Grills, Overhead Light Fixtures, Projectors, Fire-Fighting Equipment, Nameplates, Plant Boxes, Doormats, Speakers, Smoke/Fire Detectors, Fire Detection Equipments, CCTV System Equipment etc.

The Sanitary/Cleaning supervisor shall ensure that the Sanitation/Cleaning activities are carried out as per schedule given above, maintain attendance of the sanitary workers, allocate duties and supervise their work. He would be responsible for maintaining stock of consumable items provided by Sanitation/Cleaning Agency to be used in station buildings with other utility buildings (like IMD & IMSD etc) and submit a list of these items every month to the officer in charge/DFCCIL for inspection. He will maintain Stock Register and update it on a daily basis. All the Machines/equipment/Tools and Plants should be checked by him and he should ensure that they remain in good working condition. He shall also check and inspect all the toilets for any water leakage/non-functional/missing taps of wash basin and toilets /washrooms and mugs/buckets etc., and check whether the cisterns are in working order and the sheets of western style WCs are not broken/cracked and shall submit a report to the officer in charge. Any tap/WC etc. which require repair etc. should immediately be reported by him to the officer in charge/DFCCIL.

The above said List of Activities in the Maintenance Schedule is only indicative. Any other work related to Sanitation/ Cleaning Services may have to be carried out to keep the Operation control centre & station buildings with other utility buildings (like IMD & IMSD etc) neat and clean all the time.

3.0 General:

- a) Manpower as mentioned above is only tentative and it may change from time to time as per the requirement of DFCCIL.
- b) Besides the Types of Outsourced Personnel mentioned above in Semi-Skilled and Skilled Categories, the DFCCIL may ask the Sanitation Cleaning & Housekeeping Services Agency (Contractor) to provide other Types and Categories of Outsourced personnel also on hiring basis as per the requirement. The essential qualification, experience and pay structure for such categories shall be decided by mutual agreement and as per terms and conditions of the contract and the services will be provided at the accepted rate of commission.

1.5.29 OBLIGATION OF SANITATION / CLEANING & HOUSEKEEPING SERVICES AGENCY (CONTRACTOR)

- 1.1 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall, if and when so requested by DFCCIL, will provide the outsourced manpower at the premises, or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates. The essential skills/experience and the tentative number of outsourced personnel and scope of services is given in Section-5 (Scope of Housekeeping Services) of the Bid Document. The actual deployment of staff will be communicated after award of LOA.
- 1.2 It shall be the responsibility of the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- 1.3 It shall be the responsibility of the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) to verify the skills/experience of the outsourced manpower.

Candidates will be examined for performing the defined functions by DFCCIL and DFCCIL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) will have to terminate the service of such staff immediately and shall provide suitable replacement within 03 days.

- 1.4 If the performance of any outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 07 days to the Sanitation Cleaning & Housekeeping Services Agency (Contractor) to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 07 days of such communication, the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall provide a suitable replacement acceptable to DFCCIL within 03 days.
- 1.5 Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall ensure complete compliance (in respect of the personnel provided to DFCCIL) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under Labour Laws, etc. and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. In the event of non-compliance of the same, the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.
- 1.6 Wages to the outsourced personnel shall be provided as per Minimum Wages Act, 1948 and latest notification issued in this regard. In case of any statutory increases in the wages of Labour in accordance with the Minimum Wages notification issued by the appropriate authority under the Minimum Wages Act from time to time, payment of wages to the personnel deployed should be revised accordingly by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of NCT, Delhi and Ministry of Labour and Employment, Govt. of India for minimum wages (for various categories of workers)

is effective from 1 Nov'2017 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.

- 1.7 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by DFCCIL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 1.8 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall decide the modus operandi for engagement of workers and continuously monitor them for rendering proper and efficient services that conform to the prescribed standards set by DFCCIL. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of the DFCCIL for discharging defined activities/functions.
- 1.9 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/terminated by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor), such action should be taken only with the approval of DFCCIL.
- 1.10 No relationship of employer and employee shall be entertained between the DFCCIL and the outsourced personnel engaged by the Sanitation Cleaning & Housekeeping Services Agency (Contractor). The Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 1.11 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) alone shall have the right to take disciplinary action against any person(s)

engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DFCCIL. The DFCCIL shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Sanitation Cleaning & Housekeeping Services Agency (Contractor) and Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall keep DFCCIL totally and completely indemnified against any such claim(s).

- 1.12 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall maintain all registers and records required under various Acts/Statutory Provisions and also for execution of contract, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 1.13 The attendance rolls for the personnel deployed by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) at the premises of DFCCIL shall be provided by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) and it shall be monitored by the Sanitation Cleaning & Housekeeping Services Agency (Contractor). These attendance rolls shall be signed by the authorized representative of Sanitation / Cleaning & Housekeeping Services Agency (Contractor) who shall get it verified by the designated official of DFCCIL. In addition to this, all outsourced personnel will have to follow Biometric Attendance cum Access Control System available in the DFCCIL station buildings with other utility buildings (like IMD & IMSD etc).
- 1.14 Notwithstanding anything herein contained, the Sanitation Cleaning & Housekeeping Services Agency (Contractor) will be liable to adequately compensate DFCCIL for any loss or damage occasioned by any act, omission or lapse on the part of the Sanitation Cleaning & Housekeeping Services Agency (Contractor) or of any persons deployed by it pursuant to the Contract.
- 1.15 The engagement of outsourced person shall be purely on temporary and on contract basis. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall at all times make it absolutely clear to the outsourced personnel hired through them in DFCCIL that such deputed do not have any claim

whatsoever for any regular employment in DFCCIL. Any outsourced personnel deputed in DFCCIL can be removed at any time by giving notice to the Sanitation / Cleaning & Sanitation Cleaning & Housekeeping Services Agency (Contractor) and the staff in the circumstances provided herein above. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) will have to provide suitable replacement acceptable to DFCCIL within 03 days.

- 1.16 All outsourced personnel shall at all-time maintain absolute integrity and devotion to duty and conduct themselves in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 1.17 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall indemnify and keep DFCCIL indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DFCCIL on account of and/or arising out of the failure of Sanitation Cleaning & Housekeeping Services Agency (Contractor) to adhere to any statutory requirement, or to follow such rules, regulations, guidelines or procedures as may be required under any statute or directive.
- 1.18 The outsourced personnel should be in proper Uniform with Name Badges. The Sanitation Cleaning & Housekeeping Services Agency (Contractor) will provide two sets of uniform per year to each staff which shall be reimbursed by DFCCIL as per rates specified.
- 1.19 In case the outsourced personnel deployed by the Sanitation Cleaning & Housekeeping Services Agency (Contractor) is found to be suffering from any communicable disease or any disease which renders him unsuitable for the job he should be immediately replaced.
- 1.20 Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall provide Photo Identity Cards to all outsourced personnel deployed in DFCCIL at its own cost.
- 1.21 The working hours for the outsourced personnel shall be for 8 hours a day for 6 days a week. However, these timings may be changed without any overall impact on the period of duty as per requirement of operation. The personnel would get a

day off every week along with National Holidays. Proportionate additional payment will be made for attending office on Sundays/Holidays, if required by DFCCIL.

- 1.22 The Sanitation Cleaning & Housekeeping Services Agency (Contractor) shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. The Sanitation / Cleaning & Housekeeping Services Agency (Contractor) shall submit documentary proof for the same. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) and the Outsourced Personnel engaged by him. In no circumstances, the actual disbursement shall be less than the agreed amount without prior written approval of DFCCIL.
- 1.23 Variation in each Item of Schedule of Rates and Quantities (both positive & negative) or as a whole (both positive & negative) is permissible under this contract. Same rates shall be applicable for each item of variation. No vitiation will be permitted.

2.0 OBLIGATION OF DFCCIL

DFCCIL will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract adjusted by the Sanitation / Cleaning & Housekeeping Services Agency (Contractor) that Cost to the Company does not increase.

3.0 PENALTY:

- 3.1 Penalty of Rs. 500/- per occasion per day except otherwise specifically mentioned can be imposed for any non-compliance of terms and conditions mentioned in the Tender Document/Contract Agreement including the following breaches:
- (i) Discourteous behavior of Sanitation cleaning & Housekeeping Staff.

- (ii) Undisciplined behavior (which includes usage of Alcohol/Drugs/other Banned Substances, using Foul Language, getting involved in objectionable activities etc.) of Sanitation cleaning & Housekeeping Staff.
 - (iii) Frequent absence or poor attendance of Sanitation / Cleaning & Housekeeping Staff.
 - (iv) Poor performance of Sanitation / Cleaning & Housekeeping Staff.
 - (v) Delay or Inability to provide replacements.
 - (vi) Unsatisfactory service provided by Sanitation / Cleaning & Housekeeping Staff.
 - (vii) Not wearing proper uniform.
 - (viii) Not displaying Photo Identity Cards.
 - (ix) Failure in cleaning/dusting of Officers' Chambers, Workstations, Board Room, Conference Halls, Meeting Room etc.
 - (x) Late arrival/early departure of Sanitation / Cleaning & Housekeeping Staff.
 - (xi) Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL or of other stakeholders available in the Operation control centre & station buildings with other utility buildings (like IMD & IMSD etc).
- 3.2 For each default in respect of shortage of Sanitation cleaning & Housekeeping Staff, a penalty of Rs. 500/- per day per staff shall be imposed.

The decision regarding penalty and imposition of penalty shall be solely under the discretion of the Officer Incharge of the DFCCIL. The above penalty is in addition to the pro-rata deduction of wages on hourly basis for late arrival/early departure/absence of Sanitation / Cleaning & Housekeeping Staff.

PART – 2

CHAPTER - VI

General Instructions for Safety

MEASURES TO BE ENSURED PRIOR TO START OF WORK

- 1.1 The contractor shall not start any work without the presence of DFCCIL supervisors at site.
- 1.2 The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.
- 1.3 Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB, DFCCIL engineer-in-charge (APM/DPM/PM/Dy. CPM) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from representative of contractor. Name and address of the contract assigned to execute the work.
 - i) Name of the Contractor's supervisor
 - ii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
 - iii) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
 - iv) The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the DFCCIL trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued as in Annexure-1 by a DFCCIL officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operator of

the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.

- v) Survey of site by supervisor of contractor and DFCCILs to assess the precautions to be taken at site for working of trains and materials required for protection.
 - vi) Written advice to sectional APM/DPM about the detailed planning of work including protection of track and safety measures proposed to be adopted.
 - vii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers and workers.
 - viii) Assurance that the methods and arrangements are actually available at site before start of the work and the contractors supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
 - ix) An assurance register has been kept at site duly signed by both DFCCIL supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.
- 1.4 No work shall which is to be done near running track shall commence unless permitted by sectional APM/DPM/PM/Dy.CPM.
- 1.5 Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge.
- 1.6 Standard Check list on Safety at Work Sites shall be used to ensure that all the requisite measures have been taken before start of work.

2.0 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS

- (ii) Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.
- (iii) The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the DFCCIL's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
- (iv) (iii) If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
 - a. In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from center line of track.
 - b. Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track.
 - c. Presence of an authorized DFCCIL's representative shall be ensured before plying of vehicle or working of machinery.
 - d. DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
 - e. Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed for Safety at Work Sites.

- f. On curves where visibility is poor, additional lookout men shall be posted.
- (iv) If vehicle/machinery is to be worked closer to 3.5m from running track. Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.

Presence of a DFCCIL's Supervisor shall be ensured at worksite.

DFCCIL's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.

- (v) Precaution to be taken while reversing road vehicle alongside the track.
The location where vehicle will take a turn shall be demarcated duly approved by DFCCIL's representative. The road vehicle driver shall always face the DFCCIL track during the course of turning/reversing his vehicle. Presence of an authorized DFCCIL representative shall be ensured at such location.
- (vi) Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized DFCCIL's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
- (vii) Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

3.1 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

Any work close to or on running tracks shall be executed under the presence of a DFCCIL's Supervisor only.

- (i) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- (ii) Contractor has deputed trained supervisors in required number at worksites duly certified by APM/DPM/PM/Dy. CPM in charge of the works.
- (iii) Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
- (iv) Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and taking safety precautions.
- (v) The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of APM/DPM and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to APM/DPM/PM/Dy. CPM of the section.
- (vi) Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
- (vii) Lookout men with required safety equipment shall be posted where necessary.
- (viii) In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.

- (ix) The contractor/supervisor/vehicle operator immediately advise the situation to DFCCIL official/officials of the organization executing the work and assist him/them in protecting the track.
- (x) Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition the road vehicle / machinery should be stabled parallel to track only so that incase of failure of any securing arrangement, it may not roll towards the track.
- (xi) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
- (xii) During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.
- (xiii) Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.
- (xiv) Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
- (xv) Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
- (xvi) Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
- (xvii) Precaution to be taken during execution of works requiring traffic blocks.

- (xviii) Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, DFCCIL servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.
- (xix) Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the DFCCIL supervisors.
- (xx) After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
- (xxi) Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
- (xxii) Precaution to be taken during execution of works during night.
- (xxiii) The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.
- (xxiv) Precautions to be taken to ensure safety of workers while working close to running lines.
- (xxv) Any work close to or on running tracks shall be executed under the presence of a DFCCIL's supervisor only.

- (xxvi) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
- (xxvii) Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
- (xxviii) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
- (xxix) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
- (xxx) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.
- (xxxi) Necessary equipment for safety of trains during emergency shall be kept ready at site.
- (xxxii) A 'first aid kit' shall always be kept ready at site.
- (xxxiii) Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public,. The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as "Work in progress. Inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public/passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.
- (xxxiv) Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.
- (xxxv) The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.

The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized DFCCIL's representative and contractor's representative.

- (xxxvi) The selected locations shall be marked by lime in advance.
- (xxxvii) Presence of an authorized DFCCIL's representative while unloading and stacking shall be ensured.
- (xxxviii) The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.
- (xxxix) Precaution for handling of departmental material trains Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains. In addition to this, following precautions should be taken:
 - (xl) Issue of 'fit to run' certificate.
 - (xli) As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a 'fit to run' certificate issued to the Guard.
 - (xlii) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
 - (xlili) As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the APM/DPM/PM. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.

- (xliv) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
- (xlv) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
- (xlvi) Before unloading of rail panels, site should be prepared by way of leveling/removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.
- (xlvii) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

(xlviii) SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA

No electrical work close to running track shall be carried out without permission of DFCCIL representative.

A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc

No electric connection etc. can be tapped from OHE.

Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.

Power block is correctly taken and 'permit to work' is issued.

The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and

If disconnected for the work, they are reconnected properly when the work is completed.

The track level is not raised beyond the permissible limit during the work.

4.0 PROTECTION OF TRACK DURING EMERGENCY

- (i) Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains. At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.
- (ii) The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track after which he shall further proceed for not less than 1200m from the place of obstruction from BG track and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators. Attempts shall also be made to send an advice to nearest DFCCIL station about the incident immediately.
- (iii) Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above. In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.
- (iv) (Action to be taken if more than one track is obstructed.
 - b. In case of single line protection as above shall be done in both the directions from place of danger.

- c. In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
 - d. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
 - e. The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
- (v) Equipment required for protection of track.
Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. DFCCIL will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.
- (vi) Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.
- a. Contractor will provide lookout men.
 - b. The lookout men shall be properly trained in warning to staff at worksite about approaching train.
 - c. Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL's Supervisor.
 - d. In case, it is felt necessary to provide lookout men by DFCCIL, the charges for the same as fixed by DFCCIL Administration shall be recovered from Contractor.

5.0 TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR

The Supervisors and Operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted mandatory training by the DFCCIL at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a

recognized DFCCIL training institute, the charges for the same, as decided by DFCCIL, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/ Operator shall be issued as given below by a DFCCIL Officer not below the rank of Project Manager. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate.

All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by DFCCIL, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.

6.0 SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES

To ensure safe working of road cranes used in works in connection with provision of ROB/RUB/Subways, following items shall invariable be ensured before putting the cranes to use :-

- a. No machine shall be selected to do any lifting on a specific job until its size and
- b) characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.
- c) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.
- d) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.
- e) The laminated photocopies of fitness certificate issued by competent persons, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.
- f) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person

once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.

- 7.0 Contractor shall indemnify DFCCILs against any loss/damage to public property, travelling public, DFCCIL or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by DFCCIL. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.

PART – 3

CHAPTER – VII

Technical Condition of Contract - P-way related works

Contractor has to execute the work and to provide persons/ supervisor in various categories as mentioned in schedule of quantity to carry out the works. Brief description of work which is to be carried out under schedule of quantity are as under but not limited to.

1. **Item No. 61020** Removing rail of all types & length from track, laid on any type & density of sleeper by removing fish plates, fastenings & fish bolts and other materials alongwith keeping released rail and all materials safely on cess, as

directed by Engineer in-charge. (cutting & drilling of rail shall be paid separately and work to be done under traffic block & Railway's supervision)

2. **Item No. 61023** BG Track – For Casual/Scattered Renewal work
3. **Item No. 61030** Insertion of rails of all types & length in track, laid on any type & density of sleeper to the specified gauge. Rates include fastening of rail with sleepers with standard set of fastenings and fixing of fish plates and bolts or, if required, providing gap for welding. (drilling and cutting of rail to be paid separately)
4. **Item No. 61033** BG Track – For Casual/Scattered Renewal work.
5. **Item No. 61090** Replacement of sleepers in track with sleepers lying on cess for casual renewal at isolated locations with all fittings complete to specified gauge & cross level with contractor's tools including packing and dressing of ballast, as directed by Engineer in-charge. Released materials shall be neatly stacked and handed over.
6. **Item No. 61091** BG Track (PSC to PSC sleepers)
7. **Item No. 61200** "Cutting / cropping of rail of 60Kg – 90 UTS, manually and perfectly vertical with contractor's labour, hacksaw blade and tools & plants -

NOTE:

1. Manual cutting should be used only in emergencies with prior permission of sectional APM/DPM/PM/DCPM where machine cutting can not be arranged in time.
2. Cutting of Rails with blade and forcing to part by using other means to break the rails is prohibited.
3. Rails should be cut right through hacksaw blades only."

8. Item No. 61201 On Cess

9. **Item No. 61202** In-situ situation
10. **Item No. 61210** Drilling of hole in rail of any section and any UTS, manually (in emergencies only) with contractor's labours, tools & plants, consumables etc. for -
11. **Item No. 61211** Hole of dia. 25mm and above
12. **Item No. 61220** Gas cutting of rail of various sections with contractor's tools & plants, as directed by engineer in-charge:

13. **Item No. 61222** Rail section of 52Kg and above
14. **Item No. 111080** Earthwork for repairing to cess by cutting or raising of existing cess upto 4metre from centre of track with Railway's earth including cutting of earth, leading, benching, filling, dressing including cutting of grass / shrubs / trees etc.; watering, compaction by ramming and leveling of earth for required longitudinal & cross-sectional profile, as directed Note: [Rate also includes repairs of trolley refuges including pulling ballast back upto formation level to avoid impounding of ballast and there after putting the pulled ballast back after cess repairs etc.]
15. **Item No. 131020** Picking up of slacks in track, as directed by Engineer in-charge without damaging sleepers & fittings, duly opening up ballast, gauging, alignment, correcting longitudinal & cross levels, packing, boxing of ballast and dressing the same under traffic conditions (as per Indian Railways Permanent Way Manual Para-606) :
16. **Item No. 131021** For PSC Sleeper (BG)
17. **Item No. 131200** "De-stressing of LWR/CWR with contractor's labours, tools & equipments inclusive of all lead & lift. Activities include cutting of LWR/CWR into convenient panels of specified length, removal of ERCs, liners, greasing of ERCs and liner contact area, lifting rails and keeping them on rollers provided at every 15 sleepers, working out elongation of rail ends depending on prevailing site conditions, pulling rails with the help of Hydraulic Tensor to achieve the desired elongation, cutting rails, as required, removing rollers and placing rail in position, re-fixing ERCs & liners and adjustment of gap at SEJs :
 Note:
 (1) Welding of rail joints will be paid separately.
 (2) Rail cutting and Hole drilling shall be paid separately
 (3) Opening and closing of LC if required will be paid separately.
 (4) As per instructions of LWR manual & CE's Circulars for destrssing of LWR/CWR."
18. **Item No. 131202** With Contractor's Hydraulic Rail tensor

19. **Item No. 131230** Fixing Joggled Fish Plates with bolt/ clamp (supplied by DFCCIL/Railways) in running track conditions at welds on rail, as directed by engineer in-charge (drilling of holes in rail will be paid separately)
20. **Item No. 131233** With Clamps
21. **Item No. 131270** Maintenance of track on main line & loops, Points & crossings etc. including special attention to section for carrying out various maintenance works listed in Indian Railways P.Way Manual / Bridge Manual / LWR Manual for safe running of goods and passenger trains with contractor's tools / labours etc. complete, as directed by Engineer in-charge. {Note : (1) Contractor shall arrange one gang at any point of time comprising of minimum 20 labours with sufficient experience in P.Way working and one P.Way Supervisor. (2) In case, contractor provides less no. of Labour / Supervisor, payment will be deducted @ 10% of the accepted rate per person}
22. **Item No. 131300** Lubrication of ERCs and its liner contact area by removal of ERCs and Metal / GFN liners in rail panel, cleaning of rust / scale of ERC, Metal / GFN liners & SGCI insert by using wire brush, scrapper / sand emery paper etc., supply & provision of anti-corrosive treatment by application of graphite grease, as prescribed by Railway under side of liners & corresponding area of rail foot & SGCI insert with ERCs and re-fixing the same as per Para-628 of Indian Railways Permanent Way Manual.
23. **Item No. 131410** "Cleaning & clearing of side drains including disposing of muck beyond Railway boundary as per instructions of Engineer in-charge to keep drains clean and clear in cuttings etc."
24. **Item No. 131430** "De-weeding, uprooting of weeds / jungle etc. and dressing including scarifying ballast in entire profile upto toe of ballast on track."
25. **Item No. 131450** Trimming of tree branches coming within 4m of centre line of track & those obstructing views of LCs / Signal / Indicator at locations in section & station yard, as specified by Engineer in- charge including disposal of branches, bushes outside cess/yard (Note : Girth of more than 30 cm will only be considered as tree).

26. **Item No. 131480** Patrol man for patrolling during cold / hot weather on track for protecting track with all contractor's labour, tools, plants etc. complete as directed by Engineer In charge

NOTE:- 1. The person deployed for patrolling must have the following items:

- Valid certificate of competency issued by DFCCIL/Railways.
- Medical certificate issued by DFCCIL/Railway fit for A-3 medical category.

2. The following equipment will be supplied by DFCCIL/Railways for each patrolman and same to be handed over back to DFCCIL/Railways in good condition:

- Detonators – 10 nos. if used, bursted detonators to be handed over back and report with reasons for use.
- Tri colour Torch – 1no.
- Equipment list to be supplied by DFCCIL/railway to be mentioned.
- Canne –a - boule.(if required)

3. The following equipment to be arranged by contractor for each patrol man.

H.S.Flags green-1 No (Std size),H.S Flags -Red-2 Nos(Std size),Torch light 3 cell-1 no, Staff for flags- 1no,Whistle Thunder- 1no,Protective clothing to withstand climate, Gum boots, Haver sack

For a maximum duration of 8 hrs.

27. **Item No. 131481** For a maximum duration of 8 hrs.

28. **Item No. 131490** "Patrol man for monsoon / security patrolling whenever required for protection of track with all contractor's labour, tools and plants etc. complete and as directed by Engineer in-charge and as per IRPWM (for a duration of 12 hours)

NOTE:-

1) The person deployed for patrolling must have the following items:

- Valid certificate of competency issued by DFCCIL/Railways.
- Medical certificate issued by DFCCIL/Railways fit for A-3 medical category.

2) The following equipment will be supplied by DFCCIL/Railways per each patrol man and required to be handed over back to DFCCIL/Railways in good condition:

'• Detonators – 10nos.(in a tin case), if used, bursted detonators to be handed over back with reasons for use.

- Tri Colour Torch - 1no.
- Patrol chart.
- Patrol book.

3) The following equipment to be arranged by contractor for each patrol man:

- H.S. flags green – 1no. (Standard size)
- H.S. flags red – 2nos. (standard size)
- Torch (3 cell) – 1no.
- Staff for flags – 1no.
- Whistle thunder – 1no.

Protective cloth to withstand the climate Gum boots, Haver sack

4) Wherever 2 or more tracks are parallel with in track centres 50m. one patrol man will be sufficient.

• Wherever the track centers are more than 50m. Separate patrol man to be deputed for each track & extra payment will be made for such case.

5) Route KM means including both UP & DN."

29. **Item No. 131492** For Night shift

30. **Item No. 151310** "Carrying out pre-tamping, during tamping and post-tamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include :

(1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing;

(2) Clearing of ballast on sleepers to make them visible to operator,

- (3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM;
- (4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location;
- (5) Tightening of loose fittings immediately before & after tamping;
- (6) Replacement of broken / missing fittings supplied by DFCCIL/Railways
- (7) Correcting displaced sleepers to position alongwith squaring;
- (8) Re-setting of worked-out / fallen fittings;
- (9) Removing and re-fixing joggled fish plates & wooden blocks, wherever necessary;
- (10) Manual consolidation of ballast in crib / shoulders;
- (11) Removing and refixing of traction bonds during the block in electrified sections;
- (12) Dressing of ballast.

NOTE:

- 1. Contractor to provide minimum 30 men with 2 supervisors for carrying out above work.
- 2. Tamping blocks are not identical & it may be given at any time either during day or night.
- 3. Stages of payment a) 30% of the rate will be paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping.
- 4. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre/during/post operation."

31. **Item No. 151311** For day time block working

32. **Item No. 151320** Pre, during & post tamping operations, as mentioned in Item no. 151310 at level crossing portion along with opening the road, removing and re-fixing of check rails & fittings, renewal of unserviceable sleepers, painting of running rail & check rail, completing road surface to motorable smooth condition after packing is over, as directed for -

33. **Item No. 151321** Level crossing with CC block surface

34. **Item No. 151350** "Carrying out pre-tamping, during tamping and post-tamping works for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include :

(1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing;

(2) Clearing of ballast on sleepers to make them visible to operator;

(3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM;

(4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location;

(5) Tightening of loose fittings including check rails immediately before & after tamping;

(6) Replacement of broken / missing fittings supplied by DFCCIL/Railways.

(7) Correcting displaced sleepers to position along with squaring;

(8) Re-setting worked-out / fallen fittings;

(9) Removing and re-fixing joggled fish plates & wooden blocks, OHE bonds & other obstructions, wherever necessary;

(10) Removing and re-fixing stretcher bar, as directed;

(11) Adjustment in opening and housing of switch for testing operation of points for-"

35. **Item No. 151351** 1 in 8½ Turnouts

36. **Item No. 151352** 1 in 12 Turnouts

37. **Item No. 151355** Derailing Switch

38. **Item No. 211220** Hiring of JCB/Hitachi for levelling and dressing ground/dismantling structures, Removal of jungle, clearing of earth, lowering high cess etc., along side the track between up and down lines obstructing drainages of rain water, clearing of bushes obstructing visibility at curves and Level Crossings with all lead and lift etc. complete and as directed by the Engineer-in-charge .All

labour, tools and plants consumables stores including supply of JCB/Hitachi with crew to be provided by the contractor at his own cost. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site.

39. **Item No. 211240** Supplying and filling 50 kg size empty cement polythene bags with Rly.Ballast/moorum/earth/Sand/quarry dust etc. placing the filled bags on the high banks /bridge approaches/nominated place etc. dumping and spreading at the nominated locations to profile under block period with all contractor's labour,tools,plants. ,loading, unloading,filling,spreading including all lead/lift etc. complete and as directed by the Engineer in charge at site including crossing of track where necessary.

40. Criteria for P. Way labour and Supervisor for the work

1. Every P.Way labour/ Keymen, Patrolmen and Supervisor shall have the correct knowledge of hand and detonating signals and shall be conversant and efficient for carrying out following activities/Works as per rules.

- (a) Protecting the line in an emergency and during affecting the track
- (b) Method of fixing and safety range of detonators
- (c) Action to be taken when a train is noticed to have parted.
- (d) Safety first rule
- (e) Action to be taken where sabotage is suspected, and patrolling in emergencies.
- (f) Attention to bad spots,
- (g) Directed track maintenance,
- (h) Maintenance LWR track, if he has been issued with a competency certificate (responsibilities have been listed out in para 9.1.3 of LWR/ CWR manual),
- (i) Isolated renewal of sleepers,
- (j) Lubrication of rail joints

(k) Lorrying out of material, if issue with competency certificate. They will be responsible for ensuring safety for the works being supervised by them.

2. Every P.Way labour/ Keymen, Patrolmen and Supervisor shall qualify minimum medical eligibility criteria as per Indian Railway Medical Manual of relevant category.

3. The age of manpower deployed by the Contractor shall not exceed 55 year at any time throughout the contractual period, except up to 65 years in case when retired P-Way Personnel from Railways is engaged.

4. All the deployed labour/ Keymen, Patrolmen and Supervisor by the Contractor shall be physically fit to work as P.Way worker/ Supervisor.

40 - Code/Standards/Manual for the work

(I)Introduction

The Materials and workmanship specification as follows has been based on Indian Standards and International Standards as scheduled below. Apart from the basic data, specifications etc. all items of works shall be governed by the Codes & Specifications as detailed hereunder and as revised / corrected / amended up to 28 days before the due date of submission of the Bid Proposal.

The Contractor shall also be responsible for getting the approval from DFCCIL for the International Standards which are not specifically included herein below and the Contractor intends to apply the same for the detailing of his design, additionally.

(II)Relevant Standards

All items of works shall be governed by the latest versions of the following Codes, Specifications as revised/corrected/amended (with latest correction slip) up to the time as specified above.

Guidelines for Earthwork in Railway Projects: Guideline No. GE: G-1, July, 2003. And GE-14, Guidelines on Erosion Control and drainage of Railway Formation - Guideline No. GE:G-4,

Indian Railway Schedule of Dimensions for Broad Gauge

Standard Schedule of Dimensions for Eastern Dedicated Freight Corridor for Indian Railways.

Indian Railway Code for Practice of Plain/Reinforced and Pre-stressed concrete for general/bridge construction (Concrete Bridge Code- 1997) with correction slips up- to-date Indian Railway – Engineering Code

Indian Railways LWR manual.

Indian Railway Bridge Manual 1998 with correction slip up-to-date.

Indian Railways Permanent Way Manual.

Indian Railways Works Manual, USFD manual , Track Machine Manual, AT Welding manual, Flash butt welding manual with latest correction slips.

PART – 3

CHAPTER – VIII

Technical Condition of Contract – Other than P-way works

For the purpose of this tender in DFCCIL, stipulations and conditions as specified in Central Public Works Department's Specifications-2019 Volume 1 & 2 in the document as amended/corrected up to latest correction will be applicable, copies of which can be seen on internet & in the office of CGM, DFCCIL/TDL.

Additional specification for NS item:-

- 1) Fluoride free clean drinking water supply will be required for 12 months by Road tankers.
- 2) Quantity of water per day or per month may vary as per requirement for which no claim entertained.
- 3) very tankers should have PVC pipes of 50mm to 100 mm dia as per required length. Helper should accompany tanker as per requirement, for which no separate payment will be made.
- 4) The source of water have to be got approved from Engineer's representative.
- 5) Contractor should ensure supply of water continuously as per requirement. Any failure in this regard will invite penalty of Rs. 5000/- per day.
- 6) Necessary treatment to be provided by Contractor to ensure that water remains potable in tanks of DFCCIL, for which no extra payment will be made.
- 7) Contractor to submit report of water testing to ensure potability of water in the beginning and after every 1000 Kilo litre/ per month from PHED/Govt. Lab/Engineering College Lab.
- 8) Contractor to ensure supply of water in underground tanks as well as in overhead tanks upto 15 metre height for which necessary arrangement of pipes and pumps to be made by the Contractor, no separate payment will be made for this.

PART- IV
CHAPTER - IX
TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details

Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Form No. 7 Standing indemnity bond for on account payment. Form No. 8 ECS / NEFT / RTGS
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
Form No.10	Draft Agreement for JV
Form No.11	Pro-forma of Participation from each partner of JV
Form No.12	Power of Attorney for authorized signatory of JV Partners
Form No.13	Power of Attorney to lead partner of JV
Form No.14	Proforma for Time Extension
Form No.15	Certificate of Fitness
Form No.16	Proforma of 7 days Notice
Form No. 17	Proforma of 48 Hours Notice
Form No. 18	Proforma of Termination Notice
Form No. 19	Format of Bank Guarantee for Mobilisation
Form No. 20	Format of Integrity pact
Form No. 21	Declaration By Contractor
Form No. 22	Format For Affidavit
Form No. 23	Bid security declaration for EMD
Annexure-1	Format for competency

Annexure-2	Cleaning Materials
Annexure-3	Tools & Plant and Machines & plants

FORM No. 1**OFFER LETTER****Tender No.** DFCCIL_TDL_EN_MAINT_2021 **Date:-**

Name of work - Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.

To,

The Managing Director, DFCCIL,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.;
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and

forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

(j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name.....

In the capacity of

Signed.....

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

Date.....

FORM No. 2

TENDERER'S CREDENTIALS

S. No	Description
1.	For technical experience/competence, give details of similar completed works during the last three financial years (i.e current Financial year and three previous Financial Years) in the proforma given in Form-2A

2.	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

FORM No. 2A**TECHNICAL ELIGIBILITY CRITERIA DETAILS**

Details of the similar works completed (as per Para 1.3.13 (i) of Preamble and General Instructions to Tenderers)

Similar Contract No.		
Contract Identification		
Award date		
Completion date		
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>
Total Contract Amount (Rs.)		
If member in a JV , specify participation in total Contract amount	<i>[insert a percentage amount]</i>	<i>Total contract amount in Rs.</i>
Employer's Name: Address: Telephone/fax numberE-mail:		
Description of the similarity in accordance with Criteria 1.3.13(i)(A)		

The bidder shall attach Certified completion certificates issued by the client duly attested by Notary as per Eligibility Criteria of the tender documents.

Signature of the Tenderer with Seal

FORM No. 2B

FINANCIAL ELIGIBILITY CRITERIA DETAILS

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

Details of contractual payments received during the last three financial years and current financial year

Contractual payments received

Contractual payments received	
Year	Value of payment received in Rs. (Contract Receipts)
Current Year (2021-2022)	
2020-2021	
2019-2020	
2018-2019	
Total Contractual Payment	

Note: The details should be extracted from the audited balance sheet Certified by the Chartered Accountant or form 16-A issued by the Employer as per clause 1.3.13 of Preamble and General Instructions to Tenderers.

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

Signature of the Tenderer with Seal

FORM No. 2C

APPLICANT'S PARTY INFORMATION FORM

Applicant name: <i>[insert full name]</i>
Applicant's Party name: <i>[insert full name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the Tenderer with Seal

FORM No. 3

SUMMARY OF PRICES

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

SCHEDULE -1
SCHEDULE OF PRICES & TOTAL PRICES

FORM No. 4

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

FORM No. 5

FORMAT CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement") is made at New Delhi on the day of BETWEEN

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

-----, a company / corporation / JV incorporated under the

laws of -----having its principal place of business at -----

(hereinafter called "the Contractor").

WHEREAS in reference to a call for Tender for Construction of Construction of Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor. as per Tender paper No at Annexure "A" here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.as per copy of the Letter of Acceptance of Tender No--- ----- dated complete with enclosure at the accepted rates and at an estimated contract value of Rs..... (Rupees only). Now the agreement with witnesseth to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name

Name

on behalf of the Contractor in the
presence of:

on behalf of the Employer in the
presence of:

Witness	Name	Address
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Witness	Name	Address
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Enclosures:-

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

FORM No. 6

Name of the Bank
Bank Guarantee Bond No

Managing Director/ DFCCIL .

Acting through (Designation Dated and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through

(Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.

dated made between (Designation & address of contract signing Authority) and (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs..... (Rs in words..... only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. (Rs..... only) on demand by the Government.

2. We (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GROUP GENERAL MANAGER/ FINANCE Dedicated Freight Corridor Corporation of India Limited, New Delhi or _ (Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rs..... only)

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

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

4. We, (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by

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

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

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

6. We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any

such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

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

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

9. This guarantee shall be valid upto(Date of expiry of defect liability period plus 60 days beyond that). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. (Rs.....only)

unless a demand under this guarantee is made on us in writing on or before we, shall be

discharged from our liabilities under this guarantee thereafter.

Dated_____ the day of
for_____

_____ (indicate the name of bank)

Signature of Bank Authorize official

(Name):

Designation:

Full Address.

Witness:

1.

2.

FORM No. 7

STANDING INDEMNITY BOND FOR "ON ACCOUNT" PAYMENTS

(On paper of requisite stamp value)

We, M/s _____ hereby undertake that we hold at our stores
Depot/s at _____ for and on behalf of the Managing Director/ DFCCIL acting
in the premises through the Chief General Manager /

DFCCIL/Tundla or his successor (hereinafter referred to as "The Employer") all materials for which "On Account" payments have been made to us against the Contract for () on the section DFCCIL also referred to as Group/s vide letter of Acceptance of Tender No..... datedand material

handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief General Manager/General Manager/DFCCIL/Tundla in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

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

Dated this day day of 2020

for and on behalf of

M/s (Contractor) Signature of witness

Name of witness in Block letter.

Address.

FORM No. 8

ECS / NEFT / RTGS MANDATE FORM

Date :- To,
GM (F) / GGM (F)
DFCCIL, New Delhi.

Sub : ECS / NEFT / RTGS payments

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

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

Confirmed by Bank signature of tenderer With stamp and address

Enclose a copy of crossed cheque

FORM No. 9

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)For JOINT VENTURE PARTICIPATION

BETWEEN

M/s having its registered office at (hereinafter referred to as) acting as the Lead Partner of the first part, And M/shaving its registered office at (hereinafter referred to as ` ') in the capacity of a Joint Partner of the other part. And M/shaving its registered office at (hereinafter

referred to as ` ') in the capacity of a Joint Partner of the other part.

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS:

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [hereinafter referred to as "Client"] has invited bids for ... "[Insert name of work]... "

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

(i) Notice for Bid, and

(ii) Bidding document

(iii) Any Addendum/Corrigendum issued by Dedicated Freight Corridor Corporation of India Limited

(iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The `Parties' have studied the documents and have agreed to participate in submitting a `bid' jointly.

3. M/s shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

4. The `Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:

(a) Lead Partner;

(i)

(ii)

(iii)

(b) Joint Venture Partner

(i)

(ii)

(iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITIES

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

6. ASSIGNMENT AND THIRD PARTIES

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

7. EXECUTIVE AUTHORITY

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

8. BID SECURITIES

Till the award of the work, JV firm/Lead Partner of JV firm shall furnish Bid Security to the Client on behalf of the joint venture which shall be legally binding on all the members of the Joint Venture.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Client for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

10. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

14. VALIDITY

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

a. The bid submitted by the Joint Venture is declared unsuccessful, or

b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work

c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

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

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

17. NOTICES

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

Lead Partner Other Partner(s)

.....

.....

(Name & Address)

(Name & Address)

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

year first before written.

M/s.....

M/s.....

.....

..... (Seal) (Seal)

Witness

1 (Name & Address)

2 (Name & Address)

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

FORM No. 10

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

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

A. CONDITIONS AND TERMS OF JV AGREEMENT

1. Definitions and Interpretation
2. Joint Venture – Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal Submission
4. Performance – To indicate scope of responsibility of each member
5. Language and Law

6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties
11. Severability
12. Member in Default
13. Duration of the Agreement 14 Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation
- B. SCHEDULES
 1. Project and Agreement Particulars
 2. Financial Administration Services
 3. Allocation of the obligations
 4. Financial Policy and Remuneration

FORM No. 11

PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT
VENTURE (JV)

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

No.... Dated

From:

.....

.....

To,

The Managing Director,

Dedicated Freight Corridor Corporation of India Limited

Pragati Maidan Metro Stn. Building Complex., New Delhi 110001.

Gentlemen,

Re: ..."[Insert name of work]...".

Ref: Your notice for Invitation for Bid (IFB) No. TDL/EN/BHU-KRJ-LXING/EC/ROB105C

dated

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

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

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

OR

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

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:

3. In the event of our JV being awarded the contract, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the

Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.

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

Yours faithfully, (Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Company Seal * Delete as applicable

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

FORM No. 12

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

POWER OF ATTORNEY*

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

Know all men by these presents, we ... do hereby constitute, appoint and authorise Mr/Ms. who is presently employed with us and holding the position ofas our

attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of

... Including signing and submission of all documents and providing information / responses to Dedicated Freight Corridor Corporation of India Limited , representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

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

Dated this the day of 2015.

(Signature of authorised Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....
letters of Signatory)

..... (Signature and Name in Block

Seal of Company

Witness

Witness 1: Name:

Address: Occupation:

*Notes:

Witness 2: Name:

Address: Occupation:

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

FORM No. 13

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of "Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor."

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

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

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

the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

Dated this the Day of 2015

..... (Signature)

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

Witness 1

Name:

Address:

Occupation:

Witness 2

Name:

Address:

Occupation:

FORM No. 14

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. Dated :

Sub : (i) (name of work).

(ii) Acceptance letter no.

(iii) Understanding/Agreement no.

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is

.From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from to .

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

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

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

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

Yours faithfully

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

FORM No. 15

CERTIFICATE OF FITNESS

1. (a) Serial Number

(b) Date

2. Name of person examined

I certify that I have personally examined (name)

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

4. Sex

5. Residence:

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

7. Physical fitness

8. Identification marks

9. Reasons for:

- (a) refusal to grant certificate, or
- (b) revoking the Certificate

Signature or Left Hand

Thumb Impression of the person Examined

Signature of Certifying Surgeon

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

FORM No. 16

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE DFCCIL

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. , dated ; you have failed to start

work/show adequate progress and/or submit detailed programme for completing the work.

2. Your attention is invited to this office/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 the Employer Name of the Official:-

Stamp/Seal of the Employer

FORM No. 17

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE DFCCIL

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

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

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

FORM No. 18

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE DFCCIL

(Without Prejudice)

No. Dated

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

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

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

Kindly acknowledge receipt.

Yours faithfully

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

Stamp/Seal of the Employer

FORM No. 19

SAMPLE

FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE

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

Bank guarantee made on this Between

..... (hereinafter called "the Bank") of the One Part and Dedicated Freight Corridor Corporation of India Limited. (hereinafter called "the Employer") of the other Part.

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

AND WHEREAS vide Clause 1.5.20 of Part - I, Chapter V , Special Conditions of Contract, Mobilization Advance up to % (percent) of the original contract

value of Rs..... is payable to the contractor against Bank Guarantees, the contractor hereby applies for Mobilization Advance of % (percent) amounting to Rs...../- (Rupees) of the Contract Price,

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

We, Bank of, do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs. /-

(Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

.....(date of expiry of Guarantee).

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

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

Signature of Authorized Bank Official

Name

Designation

Stamp/Seal of the bank

Signed, sealed and delivered for and on Behalf of the bank by the above named

..... in the presence of Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

FORM No. 20

PRE CONTRACT INTEGRITY PACT

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

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT

1.0 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].

1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.

1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) in reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular committee itself to the following:-

3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or

any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.

3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.

3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

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

3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's exclusion from the tender process.

4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the [A] shall deposit an amount ____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:-

i. Bank draft or a pay order in favor of ____.

ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.

iii. Any other mode or through any other instrument (to be specified in the RFP).

5.2 The earnest money/Security deposit shall be valid up to a period of five years or the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.

5.3 In case of the successful [A] a clause would also be incorporated in the article pertaining to performance Guarantee in the [B] that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by CLIENT to the [A] on earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

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

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

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

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

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

from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the

knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A].

However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his

request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this integrity pact at on

.....

CLIENT BIDDER

Name of the officer CHIEF EXECUTIVE OFFICER Designation

Deptt./Ministry/PSU Witness witness

1. 2.

Note:

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

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

FORM No. 21

Declaration of Site Investigation

Name of Work - Maintenance of double line BG track including DFCCIL Yards, Formation, Major & Minor structures, Civil Works like buildings (i.e. Stations, IMDs/IMSDs/ALH/RH/GSMR/Gate lodge & other allied buildings) of New Bhaupur to New Khurja Section (i/c its connecting lines with IR) of Eastern Dedicated Freight Corridor.

Tender No:-

We, (Name of contractor) have examined the site and scope of work for above subject cited work and tender no referred above.

And accordingly, the rates quoted by us are including all incidental works may occur during the course of executing of subject cited work

Signature of the Tenderer with Seal

Form No. 22

FORMAT FOR AFFIDEVIT TO BE UPOLODED BY TENDERER ALONGWITH THE TENDER DOCUMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)**
Tender Notice No.....

Name of Work:.....

I (Name and designation)** appointed as the
attorney/authorized signatory of the tenderer (including its constituents), M/s
..... (hereinafter called the tenderer) for the
purpose of the
Tender documents for the work of

.....as per the tender No of DFCCIL, do hereby
solemnly affirm and state on the behalf of the tenderer including its constituents as
under:

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document from the website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire DFCCIL. Further, I/we

(insert name of the tenderer)** and all my/our constituents
understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and

Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

.....
.....

DEPONENT SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION

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

DEPONENT SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

Attestation before Magistrate/Notary Pubic

FORM No. 23

Bid Securing Declaration Form

Date: _____

To,
General Manager/Co/TDL
Dedicated Freight Corridor Corporation of India Limited

I/We (....Name of Tenderer....), the undersigned declare that:

I/We understand that, I/We have been exempted from submission of Bid
Security/Earnest Money in lieu of this Bid Securing Declaration.

I/We understand and accept that if I/We withdraw my/our bid within Bid Validity Period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in the tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We ie the Tenderer shall be banned from submission of tender/bid in any Works/Service Tenders issued by DFCCIL / Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

I/We further understand and accept that I/We may be banned from bidding for any Works/Service Tender with DFCCIL / Indian Railways for a period of 12 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates

from the tender, my/our Bid during the period of bid validity specified in the form of Tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure-1

Format for Competency Certificate

Certified that Shri _____ Supervisor/Operator of
M/s. _____ has been trained and examined
in safety measures to be followed while working in the vicinity of running DFCCIL
track for the work _____. His knowledge has been
found satisfactory and he is capable of supervising the work safely.
This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

Annexure-2**List of Sanitation/Cleaning Materials along with Minimum Quantity Required Per Month/ station**

S.No.	Particulars of Item	Qty.	Brand name
1	Naphthalene Balls	2 kgs	Bengal Tiger Trishul/equivalent
2	Disinfectant Liquid (Phenyl/Lizol or Equivalent)	20L	Reputed Brand
3	Liquid Soap	4L	Fem/Dettol/Lifebuoy/equivalent
4	W.C. Cleaner	5L	Harpic/Sanifresh/equivalent
5	Room Fresheners	3 no.	Odonil/ equivalent
6	Air Fresheners	3 no.	Odonil/equivalent
7	Toilet Paper Rolls	20 rolls	Wintex / equivalent
8	Urinal Cubes	03 kg	Homocol/equivalent
9	Detergent Powder	05 kg	Vim/Nirma/equivalent
10	Glass Cleaner	05 L	Colin/equivalent
11	Brooms (Hard)	10 no.	Reputed Brand
12	Brooms (Soft)	06 No.	Reputed Brand
13	Road Broom (complete)	05 no.	Reputed Brand
14	Toilet Brush	05 no.	Reputed Brand
15	Mops/Floor Duster (Big Size)	05 no.	Reputed Brand
16	Wiper	06 no.	Supremo /equivalent
17	Duster (white & yellow)	02 dozen	Reputed Brand
18	Floor Duster (Big Size)	1 doz.	Reputed Brand
19	Chock Pump Unique	04 no.	Reputed Brand
20	Plastic Wool (Juna)	10 nos	Reputed Brand
21	Plastic Mugs	08 no.	Reputed Brand

22	Dustpan	10 no.	Reputed Brand
32	Face Tissue	50 no.	Wintex / equivalent
24	Jala Brush	03 no.	Reputed Brand
25	Garbage Bag (50 ltr)	5 kg	Reputed Brand
26	Hand Gloves (Rubber)	10 Pair	Reputed Brand
27	Tiles/Granite Cleaner	5 L	Reputed Brand
28	Steel Cleaner (Easy bang 400ml)	2L	Reputed Brand
29	Papers Rolls for paper dispenser	10 nos	Reputed Brand
30	Glass cleaning wiper	5 nos	Reputed Brand

Note: - The List of Cleaning Materials and Quantity shown against them as above are only indicative. The Successful Tenderer shall arrange the Required Cleaning Materials in addition to the above and shall ensure requisite quantity of all Sanitation/

Annexure-3**List of Tools & Plant**

S. No.	Tools & Plant	Minimum Quantity Required
1.	Aluminum Ladder	04
2.	Garbage Trolley	02
3.	Janitor Trolley	02

(Note: This list only indicates Minimum Tools and Plant required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly.)

List of Machines & Plant

S. No.	Machines & Plant	Minimum Quantity Required
1.	Vacuum Cleaner of Min. 15L Capacity.	01

(Note: This list only indicates Minimum Machines and Plant required. Successful Tenderer may have his own estimation over and above the minimum quantity required and provide them accordingly.)