

E- TENDER DOCUMENT FOR

TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) UNDER GM/Co/DDU.

May 2020



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED


(A Government of India Undertaking)
MINISTRY OF RAILWAYS

CGM OFFICE

General Manager/CO, DFCCIL
Manas Nagar Railway Colony,
Pt Deen Dayal Upadhyay Nagar (Mughalsarai)
Chandauli -232101, Uttar Pradesh, India

CORPORATE OFFICE

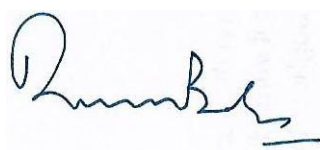
DFCCIL, 5TH Floor, Supreme Court Metro Station Building,
New Delhi-110001



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CHECK LIST FOR LIST OF DOCUMENTS TO BE ATTACHED WITH THE E-TENDER

1. Details of similar works completed in last three years. (Format –I)
2. Annual Turnover for the last three years with supporting documents (Format-II).
3. Registration of Company in case of company.
4. Partnership deed/Memorandum and Articles of Association of the firm or company.
5. GST Registration Certificate, GST Registration Certificate.
6. Performa for affidavit in Annexure A.
7. Scanned copy of proof of money deposit against Earnest Money Deposit at DFCCIL account mentioned in appendix to tender. (Earnest money in the prescribed form along with Transaction detail).

*MSEs registered with a body specified by Ministry of MSME **for the item tendered** are exempted from submission of **Earnest Money Deposit**, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

8. Details of on-going work (Format –III).
9. Scanned copy proof of money deposit against of the cost of tender documents at DFCCIL account mentioned in appendix to tender. (Cost of Tender document in the prescribed form along with Transaction detail).
10. Complete Tender documents including Form of Bid, annexure etc. (Part-I) digitally signed by the bidders on each page.
11. Financial/Commercial offer (Part-II) with rates duly filled in, digitally signed on each page by the bidders.
12. Pre-Integrated pact signed as token of acceptance of implementation of integrity pact in DFCCIL, as & when Independent External Monitor appointed.
13. Corrigendum(s), if any, duly digitally signed by the bidders on each page.

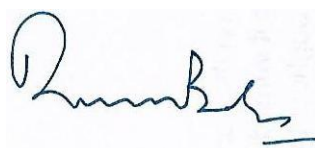


TECHNICAL DETAIL

(TOP SHEET)

&


(FORM OF BID)



TOP SHEET

| | |
|----------------------------|--|
| Tender No. | DDU/EN/TRACK MAINTENANCE/DGO-KWDN/2020 Date: 23.05.2020 |
| Name of work | TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) under GM/CO./DDU. |
| Approx. Cost | Rs.17021667/- |
| Earnest Money | Rs 340450/- (Rupees Three Lakh, forty Thousand four Hundred Fifty only) to be submitted in DFCCIL account. Account Detail Mentioned in Appendix to tender). MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption Certificate on the E-Tender Portal. |
| Completion Period:- | Total 12 months from the date of issue of LOA. |
| Date of Opening | 29.06.2020 at 15:30 hrs |
| Tender Issued to: - | |

For and on behalf of
GM/Co. DDU/DFCCIL Office.



FORM OF BID

Place:.....

Date:

General Manager/Co./DDU,DFCCIL
Manas Nagar Railway Colony,
Pt Deen Dayal Upadhyay Nagar (Mughalsarai)
Chandauli -232101, Uttar Pradesh,India

I / We have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for your acceptance for a period of 90 days from the date fixed as last date for receipt of completed tender in your office. In the event of my/our default, I/We will be liable for forfeiture of my/our earnest money.

1. I / We offer to do **“TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) under GM/CO./DDU.”** and the percentage/rate quoted by me/us in the BOQ bind myself/ourselves to complete the work in 12 **months**. I / We also hereby agree to abide by all the Conditions mentioned in the tender and to carry out the services according to essential qualification/skills/experience and the tentative number of outsourced personnel and scope of services is given at **Annexure III, IV, V** respectively of the Annexure section of Bid document.
2. The full value of the earnest money deposited shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I / We do not execute the contract document within Seven days after receipt of notice issued by DFCCIL that such documents are ready.
 - OR
 - b) I / We do not commence the work within 15 days after receipt of LOA issued.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
4. Payment of stamp duty on the agreement to be executed in pursuance of this tender will be borne by DFCCIL.

Signature of witnesses: Signature of Tenderer (s) & Date

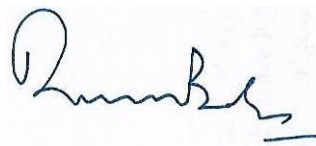
Tenderer(s)
address

1.

2.



(NOTICE INVITING E- TENDER)



Dedicated Freight Corridor Corporation of India Limited
(A Government of India Undertaking)
MINISTRY OF RAILWAY

Tender No. DDU/EN/TRACK MAINTENANCE/DGO-KWDN/2020


Date: 23 .05.2020

M/s _____

NOTICE INVITING E- TENDER

The General Manager/Co./DDU, DFCCIL, Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai), Chandauli -232101, Uttar Pradesh, India, invites sealed **open E - Tenders in single packet system** on prescribed forms from firms/companies meeting qualifying requirements and having requisite experience and financial capacity for the following works: -

| | |
|--|--|
| Tender No. | DDU/EN/TRACK MAINTENANCE/DGO-KWDN/2020 |
| Name of Work | TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) under GM/CO./DDU |
| Estimated Cost | Rs.17021667/- |
| Period of Contract | Total 12 Months |
| Earnest Money Deposit | Rs 340450/- (Rupees Three Lakh, Forty Thousand four hundred Fifty only) Account Detail Mentioned in Appendix to tender OR <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i> |
| Cost of Document | Rs 5000/ +GST@18%- to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Document, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i> |
| Tender Processing Fee | Rs7500/- + GST@18% (Non- refundable) through e-payment while uploading of Tender. |
| Date of Sale (Online) | From Date 28/05/2020 |
| Issue of Corrigendum, if any | On or after Date:- 25.06.2020 (on www.tenderwizard.com/DFCCIL , www.dfccil.com) |
| Date & Time of submission of Tender | On or before date 29.06.2020 time: 15:00 Hrs |
| Date & Time of opening of tender | Date 29.06.2020 and time 15:30 Hrs |
| Defect Liability Period :- | 60 days after successful completion of this contract. |

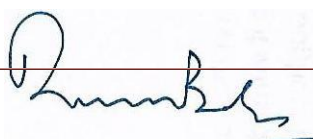


2 ELIGIBILITY CRITERIA

Eligibility of the applicants shall be assessed based on the “**Eligibility Criteria**”, “**Essential Qualifying Criteria**” and “**Other Qualifying Criteria**” as given in **Annexure-I of Notice Inviting E-Tender.**

The Tender document can be downloaded from DFCCIL's website www.dfccil.com , www.tenderwizard.com/DFCCIL or Central Procurement Portal, 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 rejected

3. The cost of tender documents & EMD shall be deposited in DFCCIL account mentioned in Appendix to tender.
4. DFCCIL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on DFCCIL's website **at least three days in advance** of date fixed for opening of tenders. The tenderers who have downloaded the tender documents from website 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, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) shall be summarily rejected.
5. The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCIL in single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Varanasi towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in “**Technical offer**”. Bill of Quantities with rates duly filled in are to be uploaded in “**Financial offer**”. **Bids are required to be submitted only by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.**
6. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.
7. Tenders shall be opened **at the address given below** at 15:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening.



Address of Office of the General Manager/Co./DDU (for Opening of E-tenders):

General Manager/Co./DDU, DFCCIL Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai) Chandauli -232101, Uttar Pradesh, India

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

- i) Earnest Money Deposit(EMD)
 - ii) Technical offer.
 - iii) Financial offer.
7. Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
 8. Any tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.
 9. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
 10. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.
 11. DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 10.0 of Notice Inviting Tender.
 12. The validity of the offer shall be 90 days.
 13. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from website mentioned above.

We look forward for your active participation.

**For & on behalf of DFCCIL
General Manager/Co./DDU**



ANNEXURE – I

1.0 ELIGIBILITY CRITERIA

The tenderer shall satisfy the following eligibility criteria to qualify for this tender:

I. Essential Qualifying Criteria

A. Firms/companies

- (i) The tenderer should have a registered office anywhere in India.

The documentary proof regarding A. above should be submitted as part of the tender document.

Note: For the purpose of documentary proof of „registered office“ as mentioned in (i) above any address of office as mentioned in any of the following documents submitted along with the original offer by tenderer(s) may be considered as registered office of the tenderer(s).

1. Address mentioned in the article of association of company duly registered under Companies Act, 1956.
2. Address mentioned in Partnership Deed
3. Address mentioned in Trade License obtained by the individual from Govt. body.
4. Address mentioned in any tax departments.
5. Address mentioned in P.F. Registration documents.

B. Technical capability:

1. In support of their credentials, the Tenderer(s) should have to submit documents as stipulated in tender document along with their tenders.
2. The tenderer(s) should satisfy the following minimum eligibility criteria as under

| S.N. | Technical capability | Requirement |
|-------|---|---|
| 1 | The Tenderer(s) should have physically completed at the time of opening of tender in the last three financial years (i.e. current year and three previous financial years). | At least one similar single work for a minimum value of 35% of advertised tender value of work. The work should be physically completed on or before the date of opening of tender. |
| 2 (a) | The registration for ESI, EPF, GST/GST PAN No. with the appropriate authorities under Employee's Provident fund & | Registration Certificate/Affidavit/ Documents with Government/PSU/Public Limited company to be enclosed. Proforma |

| | | |
|------|--|---|
| | Employee's state insurance act etc. | for Affidavit is given as Annexure-II of Bid Documents. |
| 2(b) | Affidavit that the firm has not been black listed for business by any Government/PSU/Public Limited Company and Reputed firms/organizations or /and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance. | |
| 2(c) | Registered under Contract Labour (Regulation & Abolition) Act -1970 | |

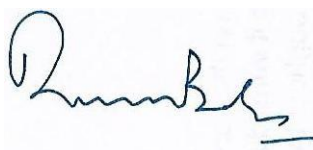
The Tenderer(s) will produce/attach the certificate of Work completion with the Tender Document as per above and such certificate should clearly supported by following details: -

- Name of Agency issuing a certificate.
- Date of issue of certificate.
- The name of Work.
- The Acceptance letter no.
- The date of issue of Acceptance letter.
- Agreement no.
- Date of execution of Agreement.
- Date of original Completion of Work as per Acceptance Letter.
- Date of Actual completion of Work.
- The Amount of Work done as per Agreement (in Rupees).
- The Final Amount of Work at the time of Completion of Work (in Rupees).
- Whether the Work is completed satisfactory or not satisfactory.

Notes:

Following will be considered as similar work:

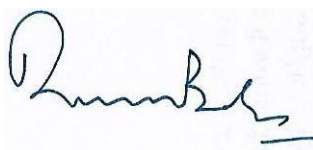
"Execution of Track Renewal works/ Track Maintenance works /any other Track work".



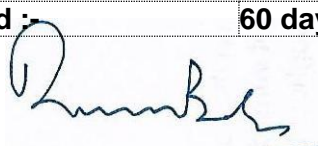
C Financial capability

| S.N | Financial capability | Requirement |
|-----|--|---|
| 1 | The Tenderer(s) should have received a total contractual amount during the last three Financial years and in the current financial year up to last date of submission of tender. | Should be a minimum of 150 % of advertised tender value of work. Certified true copy of audited annual account are to be submitted as a proof along with the Bid Document. In case the annual accounts are not audited, the contract sum received for the required period should be duly certified by Chartered Accountant. |

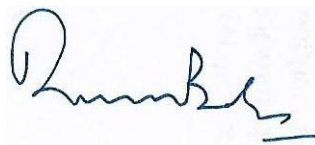
- 1.1 Each tenderer has to satisfy the eligibility criteria for technical capability, competence as well as for financial capacity and organizational resources as specified in the tender documents to qualify for consideration of bid submitted by tenderer(s).
- 1.2 There should not be any unsatisfactory performance report of the Contractor from any source.
- 1.3 Tenderer(s) may please note that their offers will be evaluated as per the credentials/ documents attached by the tenderer(s) along with the tender



| GENERAL INFORMATION | |
|---|--|
| Tender No. | DDU/EN/TRACK MAINTENANCE /DGO-KWDN/ 2020 |
| Name of Work | TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) under GM/CO./DDU |
| Estimated Cost | Rs 1,70,21,667/- |
| Period of Contract | Total 12 Months |
| Earnest Money Deposit | Rs 340450/- (Rupees Three Lakh, forty Thousand four Hundred Fifty only) Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Earnest Money Deposit, for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i> |
| Cost of Document | Rs 5000/-+GST@18% to be Submitted in DFCCIL account. Detail of Bank account mentioned in Appendix to Tender. Or <i>MSEs registered with a body specified by Ministry of MSME for the item tendered are exempted from submission of Cost of Documents., for which, the tenderers will have to upload the exemption certificate on the E-Tender Portal .</i> |
| Tender Processing Fee | Rs7500/- +GST@18% (Non-refundable) through e-payment while uploading of Tender. |
| Date of Sale (Online) | From Date 28/05/2020 |
| Issue of Corrigendum, if any | On or after Date (on 25.06.2020 www.tenderwizard.com/DFCCIL , www.dfccil.gov.in) |
| Date & Time of submission of Tender | On 29.06.2020 or before Date and time 15:00 |
| Date & Time of opening of tender | Date 29.06.2020 and time 15:30 Hrs |
| Validity of Offer | 90 days |
| Retention Money/ Security Deposit | Earnest Money deposit of the successful tenderer shall be converted into security deposit. Balance security deposit shall be recovered @10% through running account bills till it reaches 5% of the contract value |
| Performance Guarantee (PG) in the form of Bank Guarantee or Fixed | To be submitted within 30 days from the date of issue Letter of acceptance by DFCCIL; an irrevocable |
| Deposit Receipt (FDR) | bank guarantee or Fixed Deposit receipt (FDR) for the amount 5% of the contract value. Detail of PG is as per Clause no.16.4 of GCC |
| Defect Liability Period : | 60 days after successful completion of this contract |



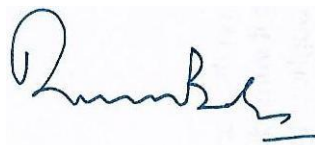
(APPENDIX TO TENDER)



| ITEM | Description | Reference Clause |
|--|---|--------------------------------------|
| Name of work | TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) GM/CO./DDU | 2.1 of Instruction to Tender |
| Employer/ Address | DFCCIL/ Manas Nagar Railway Colony, Pt Deen Dayal Upadhyay Nagar (Mughalsarai) Chandauli -232101, Uttar Pradesh, India | 2.3 of Instruction to Tender |
| <u>Scope of Work:-</u> | As indicated at Clause 1.0 of Special conditions of contract | 2.5 of Instruction to Tender |
| Approximate Tender Cost of the work | Rs. 17021667/- (One Core Seventy Lacs Twenty One Thousand Six hundred Sixty Seven Only) | 2.6 of Instruction to Tender |
| Amount of Earnest Money Deposit, to be submitted deposit to DFCCIL account (Bank Detail mentioned below) | Rs 340450/- (Rupees Three Lakh, forty Thousand four Hundred Fifty only) | 10.1 of Instruction to Tender |
| Period of Validity of Tender | 90 days | 11.1 of Instruction to Tender |
| Period of completion | 12 months from the date of issue of LOA | 2.0 of Special Condition of Contract |
| Performance Bank Guarantee | As per GCC | 16.4 of GCC, Sept 2019 (Part-II) |
| Retention money | As per GCC | 46.1 of GCC, Sept 2019 (Part-II) |
| Defect Liability Period | 60 Days | 48.2 of GCC, Sept 2019 (Part-II) |
| Bank Detail of DFCCIL | Name of Account DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD Varanasi (PAYMENT) | |
| Name of Bank | Account Number 356101010200796 Type of account: - Current Account. IFCS code :-UBIN0546836 | |



(INSTRUCTIONS TO TENDERER)



Instructions to Tenderer

1.0 General (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. For conducting electronic tendering, DFCCIL, Delhi has decided to use the portal (<https://www.tenderwizard.com/DFCCIL>) of M/s ITI a Government of India Undertaking. Benefits to Suppliers/Contractors are outlined on the Home-page of the portal.

1.1 Instructions

a. Online E-Bidding Methodology:

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

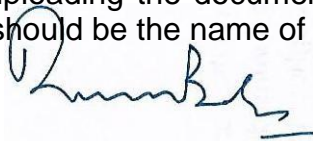
b. Broad outline of activities from Bidders perspective:

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

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

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.



c. 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 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>].

d. Registration

The tender document can be downloaded from the website www.tenderwizard.com/DFCCILand to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security (in the form of DD - in original) have to be submitted to concern DFCCIL office as per address given in Bid Document before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

- e. DFCCIL, has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

- 1.2. After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as given below) to get your registration accepted/activated.

2.0 General (for tender)

- 2.1 **Name of the Work:** As indicated in „Appendix to Tender“.

- 2.2 “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory”.

- 2.3 The work is proposed to be executed under the following relationship.

A) Employer: DFCCIL address as given in „Appendix to Tender“.

B) Contractor: The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work.

2.4 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bid/tendered”, “bidding”/“tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.

2.5 Scope of Work as indicated in „Appendix to Tender“

TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE CH.14.100 to 79.50 (KWDN to DGO) under GM/CO/DDU

The scope given above is only indicative. The detailed scope has been described in the tender documents (Special condition of contract at clause no 1.0).

2.6 Approximate Estimated cost of the work is as indicated in the „Appendix to Tender. “

2.7 Tenderers may carefully 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. In addition, the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.

2.8 A 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 tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

3.0 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

B. The Bidding Documents

4.0 Content of bidding documents submitted through online mode only

4.1 The bidding documents include the following:

Notice Inviting Tender
Instructions to tenderers
Appendix to Tender
Form of Bid
Special Conditions of Contract
General Terms and Conditions of Contract
Financial bid and Bill of Quantities

4.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents.

Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

5.0 Understanding and Amendment of Tender Documents

- 5.1 The bidder must obtain for itself on its own responsibility and its own cost 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.
- 5.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility 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.
- 5.3 At any time prior to the deadline for submission of bids, Employer 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.
- 5.4 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids

6.0 Language of Bid

- 6.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

7.0 Signing of All Bid papers and Completing Bill of Quantities

- 7.1 All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be digitally signed by the tenderer or his representative holding the Power of Attorney.
- 7.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and duly filled up and uploaded on the e-tendering web site using Digital Signature for signing the documents.

- 7.3 The tenderer must fill and submit the prices as per instructions given in schedule of rates. He shall not make any addition or alteration in the

tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate as per instructions, his tender shall be summarily rejected.

- 7.4 The tenderer must ensure that tender documents shall be submitted on line through class 3 Digital Signature only. To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to M/s ITI through e-payment. Already registered bidder to M/S ITI need not to pay any registration charges. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid.

8.0 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be indicated in his forwarding letter along with the tender. Tenderers are advised not to make any corrections, additions or alterations in the in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.

9.0 Transfer of tender documents

Transfer of tender documents purchased by one intending tenderer to another tenderer is not permissible. Tenderer can submit tender only on the documents purchased by him.

10.0 Earnest Money

- 10.1 The tenderer must furnish the Earnest Money as indicated in "Appendix to Tender" for the work as specified, failing which the tender shall be summarily rejected.

**The Earnest Money shall be deposited in DFCCIL account only.
Bank Detail are mentioned in Appendix to Tender.**

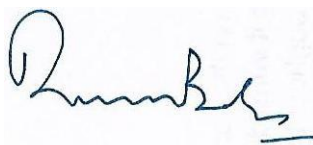
or

*MSEs registered with a body specified by Ministry of MSME for the item **tendered** are exempted from submission of **Earnest Money Deposit**, for which, the tenderers will have to **upload the exemption certificate** on the E-Tender Portal.*

No interest shall be allowed on Earnest Money Deposit.

10.2 Forfeiture of Earnest Money:

- 10.2.1 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Tender" or extended validity period as agreed to in writing by the tenderer.



10.2.2 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:

- i) sign the Contract Agreement in accordance with the terms of the tender, or
- ii) furnish Performance Guarantee in accordance with the terms of the tender, or
- iii) Commence the work within the time period stipulated in the tender.

10.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

10.3 Return of Earnest Money:

10.3.1 The Earnest Money of the unsuccessful tenderers shall be discharged and returned as promptly as possible.

10.3.2 The Earnest Money Deposit of the successful tenderer shall be dealt as under:

- i) If the Earnest Money Deposit (EMD) the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

11.0 Period of validity of the tender:

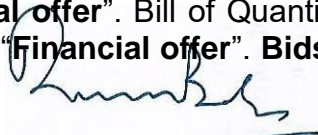
11.1 The tender shall remain valid for the period indicated in "Appendix to Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

11.2 Notwithstanding the above clause, Employer may solicit the tenderers' consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

Submission of Bids

12.0 Deadline for submission of tender

12.1 The tender documents shall be submitted in online mode through website www.tenderwizard.com/DFCCILin single bids only. Single offer viz. containing Technical offer and financial offer along with necessary documents like scanned copy of EMD & scanned copy of Demand Draft/Pay order drawn in favour of DFCCIL, payable at Mughalsarai towards the cost of one set of the tender documents (Non-refundable) to be uploaded. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be uploaded in "Technical offer". Bill of Quantities with rates duly filled in are to be uploaded in "Financial offer". **Bids are required to be submitted only**



by online mode. The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The financial bid should be saved and dully filled up and uploaded on the e-tendering web site using Digital Signature class 3 for signing the documents.

- 12.2 A tender received without on line to Employer is liable to be rejected.
- 12.3 Bidder cannot see uploaded/ quoted rate once saved. Bidder can anytime change quoted rated before date & time of closing of tender.
- 12.4 Original EMD & tender document fees received after opening of the tender shall be rejected.

13.0 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

- 14.0 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

15.0 Submission of tender/bid:-

- 15.1 The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in **Para 4.1** of Notice Inviting E-tender and the following:
 - (a) Forwarding letter of the tenderer.
 - (b) Documents to be submitted as per checklist of documents
 - (c) Scanned copy of Earnest Money Deposit & tender document fees.
 - (d) The Bill of Quantities with prices quoted as mentioned.
- 15.2 Earnest Money and tender document fees shall be deposited in DFCCIL account & proof of transition along with transaction ID to be scanned & uploaded along with Tender document.

Bid Opening and Evaluation

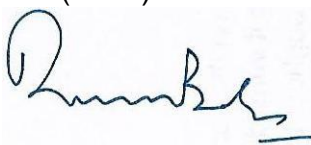
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16.0 Opening of the Tender

- 16.1 Tenders will be opened on line at the address mentioned in "Notice Inviting Tender" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

The sequence of opening shall be:

- i) Earnest Money Deposit(EMD)
- ii) Technical offer.
- iii) Financial offer.



- 16.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.
- 16.3 Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

17.0 Clarification of the tenders

- 17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

18.0 Preliminary examination of bids

- 18.1 The Employer 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.
- 18.2 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. If there is a discrepancy between words and figures, the rate in words shall prevail.
- 18.3 Prior to the detailed evaluation, Employer 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:
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 18.4 If a bid is not substantially responsive, it shall be rejected by the Employer.
- 18.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

19.0 Evaluation and comparison of tenders

- 19.1** 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 Annexure-I of 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.
- 19.2** The Employer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

20.0 Canvassing

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

21.0. Right to accept any tender or reject all tenders

Employer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

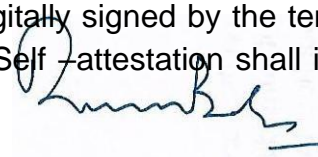
- 22.0.** If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer shall deem such tender as invalid.

23.0. Award of Contract

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

24.0 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 etc

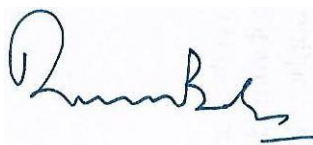


(on each page).

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

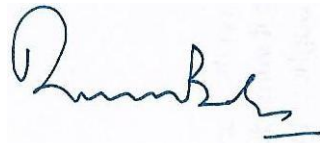
25.0 Help desk for E-Tendering

- 25.1 For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/DFCCIL, please contact attenderwizard.com help desk no. 011-49424365 or cell no.8090426426, 9599653865.
- 25.2 Bidder manual & system requirement is available on web site www.tenderwizard.com/DFCCIL for necessary help.



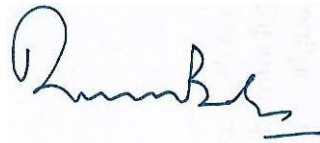
Format-

| Sl.No | Descripti on of the Work | Name and Address of Employer | Contract Stipulation No. and Date | Date of Award of Work | Date of Completion (as Per CA) | Date of Actual completion | Value of Completed work in Lacs of Rs | Reason of Delay if any |
|-------|--------------------------------|------------------------------------|---|-----------------------------|--------------------------------------|---------------------------------|---|---------------------------|
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Format-II

| Sl.No | Year | Turnover from similar nature of works (in Lacs of Rs) | Turnover from all source (in Lacs of Rs) | Remarks |
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FORMAT-III

DETAILS OF ON GOING WORKS

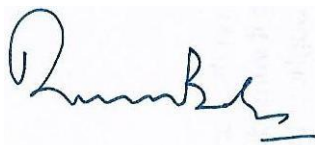
| S. No. | Description of the work. | Name and address of the Employer | Contract No. and date. | Date of award of work. | Stipulated date of completion. | Value of work as per order (in lacs of Rs) | Value of work completed so far (in lacs of Rs) | Anticipated date of completion of work. | Any other relevant information | Remarks |
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Note :

1.In case of joint venture, the information is to be furnished by both the partners-***Not applicable for this tender.***



(SPECIAL CONDITIONS OF CONTRACT)



SPECIAL CONDITIONS OF CONTRACT

- 1.0 **SCOPE OF WORK:-** TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM CH.14.100 to 79.50 (KWDN to DGO) under GM/CO./DDU.
- 1.1 **The detailed scope of work is as under: -**
- 1.1.1 The Contractor shall, if and when so requested by DFCCIL, will provide the manpower at the Location between **FROM DGO-KWDN** or any other office of DFCCIL, as may be required by DFCCIL, at the agreed rates and terms & conditions. The detailed scope of services, skills/ experience and the tentative number of outsourced personnel and their tentative deployment is given at **Annexure III, IV, V** respectively of the Bid document.
- 1.1.2 It shall be the responsibility of the Contractor to verify the qualification and experience of the manpower deployed for the job as per Annexure-III
- 1.1.3 **Confidentiality Clauses:** - The Contractor and his personnel shall not, either during the term or after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the DFCCIL's business or operations without the prior written consent of the DFCCIL.
- 1.1.4 If the performance of the outsourced personnel is unsatisfactory, DFCCIL shall give a notice of 15 days to the Contractor to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after 15 days of such communication, the Contractor shall provide additional list of eligible/ Suitable candidates for replacement to DFCCIL within 05 days' time failing which the remuneration for delayed period in respect of such person will be deducted from amount due to firm/ agency.
- 1.1.5 The Contractor shall make actual disbursement of salary to the outsourced person in various categories as agreed with DFCCIL. The copy of the payment scroll/ bank statement shall be submitted to DFCCIL with next bill as proof of such compliance.
- 1.1.6 The age of manpower deployed by the agency 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.
- 1.1.7 Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.
- 1.1.8 Gang provided by the agency have to do all works as of Gangmen/ Trackmen of Indian Railways. Necessary tool and plants as required for gang will be supplied by the Contractor. The above gangs should camp at DFCCIL's nominated location so that they can be called at any time including night. The head of Gang/gangmate should be equipped 24X7 on mobile phones.



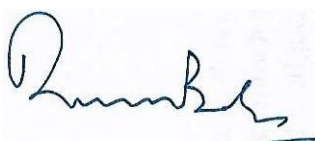
- 1.1.9 To provide basic Amenities of gangs like Residence, Watering, Lighting, Sanitization etc will be the responsibility of Contractor.
- 1.1.10 During the rest day the gang will not leave their Camp/HQ.
- 1.1.11 First Aid box has to be ensured by gang head.
- 1.1.12 The work done by gang(as supplied by the Contractor) will be separate i.e. the work executed by the gangs will not be considered in different item of track maintenance for which separate payment provided is kept.
- 1.1.13 Patrolman provide by Contractor should be equal that they can perform duties as per IRPWM, IRLWRM etc for monsoon patrolling, Cold weather patrolling and Hot weather patrolling.
- 1.1.14 Each gang should be supplied proper no of banner flags, spanners, Hand signed flags etc as used by Keymen/ gangmate of IR.
- 1.1.15 Each gangmen/ patrolmen/Keymen should be familiar with emergency repair of track in case Rail/SEJ/Weld fracture. In case there is any train detention for more than 30 Minute on the name of above failure, a penalty 500 Rs per minute will be imposed on Contractor.
- 1.1.16 Each gangmen should be in uniform as decided by the DFCCIL. The cost of uniform will be borne by Contractor.

2.0 TIME SCHEDULE: -

- 2.1.1 The period of engaging of outsource staff will be for the period of 12 (Twelve) months.
- 2.1.2 The Contractor shall be expected to mobilize and engage outsourcing staff immediately after receipt of "**Letter of Acceptance**".

3.0 MODUS OPERANDI FOR ENGAGEMENT: -

- 3.1 The Contractor shall provide the list of shortlisted eligible/ suitable candidates to DFCCIL. Screening of candidate will be carried out by DFCCIL for suitability of works as prescribed in Annexure-III and only suitable candidates will be allowed for deployment.
- 3.2 Working experience must be of working in GOVT/ PSU/ directly or on contractual basis.
- 3.3 In no way what so ever the relationship of employer and employee shall be established and entertained between the DFCCIL and the outsourced personnel engaged by the Contractor. The Contractor shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.



- 3.4 The 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 Contractor for any purpose whatsoever nor would the DFCCIL be liable for any claim(s) whatsoever of any person(s) of the Contractor and Contractor shall keep DFCCIL totally and completely indemnified against any such claim(s).
- 3.5 The Contractor shall maintain all registers required under various Acts, which may be inspected by the DFCCIL as well as the appropriate authorities at any time.
- 3.6 The attendance rolls for the personnel deployed by the Contractor at the premises of DFCCIL shall be provided by the Contractor and it shall be monitored by the Contractor. These attendance rolls shall be signed by the authorized representative of Contractor who shall get it verified by the designated officer of DFCCIL.
- 3.7 Notwithstanding anything herein contained, the 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 Contractor or of any persons deployed by it pursuant to the Contract.
- 3.8 The Contractor must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of DFCCIL.
- 3.9 The engagement of outsourced person shall be purely on temporary basis. The 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 any time by giving notice to the Contractor and the staff in the circumstances provided herein above. The Contractor will have to provide suitable replacement acceptable to DFCCIL within 05 days time.

4.0 **PAYMENT TERMS:-**


- 4.1 The lump sum amount payable by DFCCIL to the Contractor shall include the remuneration payable to the outsourced person. As the rates are inclusive of GS, so Seperate GST will payable.
- 4.2 The consideration aforesaid will be paid by DFCCIL to the Contractor, against monthly invoices raised at the end of each month, by the Contractor in duplicate within 15 days.



- 4.3 The Contractor shall make actual disbursement of wages to the outsourced person in various categories as per terms & conditions of bid.
- 4.4 The Contractor will ensure that before raising the bill on DFCCIL for the service rendered by outsourced persons, the fee payable to outsourced person is paid on or before the 5th day of the following month and a proof of payment shall be annexed to the monthly bill.
- 4.5 In case the Contractor fails to pay the outsourced person within the above time frame the rate of penalty shall be imposed on payment of Agency's monthly commissions are as under: -
- i) For payment to the outsourced person within 10th of the following month – Nil
 - ii) For payment to the outsourced person after 10th and up to 20th of the following month – 25% of the delayed payment or Rs. 2500/- whichever is higher.
 - iii) For payment to the outsourced person after 20th and up to 30th of the following month – 50% of the delayed payment or Rs.5000/- whichever is higher.

5.0 RATES: -

- 5.1 The rates quoted and accepted by DFCCIL shall be firm and final during the currency of contract.
- 5.2 All statutory taxes **(Including GST)** and liabilities levied/may be levied in future by the Central & State Government or any other governing authority/agency from time to time shall be borne by the contractor and the rate shall be inclusive of all such liabilities.
- 5.3 in future of rate of GST etc increased/decreased by Govt. then the same will be paid extra by DFCCIL/recovered from contractor as the case may be.
- 5.4 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 Contractor



would undertake to indemnify DFCCIL on any cost or liability it may incur on account of such non-compliance.

- 5.5 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 after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly and claimed from DFCCIL with the monthly bill. As on date the prevailing notification of Government of India, Ministry of Labour & Employment, Office of the Chief labour Commissioner (C) New Delhi for minimum wages (for various category of workers) is effective from April 2019 and this will be treated as the reference rate for calculating the proportionate increase over the tendered rates.
- 5.6 The Contractor will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up to the standards required by DFCCIL.
- 5.7 The 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 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.
-
- 6.0 workmen compensation policy is to be taken in the joint name of DFCCIL.
- 7.0 The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of DFCCIL.
- 8.0 The 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 the 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.
- 9.0 In case the outsourced personnel deployed by the Contractor is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.



- 10.0 The outsourced persons should be in proper Safety PPE Kit. The Contractor will provide at least one set of PPE Kit to each staff which shall be reimbursed by DFCCIL as per rate specified i.e. @Rs 1000/- per employee for maximum 200 sets.
- 11.0 In case the outsourced personnel deployed by the Contractor is found to be involved in any illegal activities, he will be immediately replaced.
- 12.0 Contractor shall provide identity cards bearing the photographs to the all outsourced persons deployed in DFCCIL at its own cost.
- 13.0 **WORKING HOURS OF HIRED STAFF:-**
Contractor shall provide the staff on all days of the months. The working hours of workman shall be 8 hrs in 24 hours, However, timings may be advised without any overall impact on the period of duty as per DFCCIL requirement.
- 14.0 **PENALTY –**
Penalty for an amount of Rs. 500/- to Rs.2000/- depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:
- Any undisciplined behavior by the staff;
 - Discourteous behavior towards any officer or staff of DFCCIL;
 - Not wearing proper Safety PPE Kit/UNIFORM.
 - Not carrying out the duties listed in the scope of work in a satisfactory Manner.
 - Damage or stealing of any asset or property of DFCCIL or officers and staff of DFCCIL;

Penalty for some of the breaches in services will be as follows: -

| S.No. | Type of breaches | Amount of Penalty |
|-------|--|----------------------------|
| 1 | Staff not in proper PPE Kit. | Rs.50/- per staff per day |
| 2 | Staff turn up late | Rs.50/- per staff per Hour |
| 3 | Failure to provide replacement in Time | Rs.100/- per staff per day |

15.0 **QUANTITY VARIATION: -**

As per GCC



16.0 **TERMINATION OF CONTRACT: -**

In case the services of the Contractor are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by DFCCIL from time to time the same can be terminated by DFCCIL on giving of a notice of one month. In case of unsatisfactory performance of the contract, a warning letter will be issued to the Contractor. In case corrective action is not taken, DFCCIL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of workman, inability to provide replacement, lackadaisical work in maintaining cleanliness, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

The Contractor shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/terminated by the Contractor, such action should be taken only with approval of DFCCIL.

17.0 **Implementation of Integrity Pact in DFCCIL :-**

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 Performa 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.

The pact has to be implemented through a panel of independent external monitor who will review independently and objectively the compliance of the obligations by both the parties. As these IEM"s are to be appointed by the CVC in consultation with the CVO and are being processed separately.

A copy of pre contract integrity pact is enclosed at annexure XII for signature of bidder as acceptance, as and when Independent External monitor is appointed.

18.0 **ORDER OF PRIORITY OF CONTRACT DOCUMENTS:-**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- i) The Contract Agreement.



- ii) Letter of Acceptance.
- iii) Form of bid
- iv) General Information
- v) Notice Inviting Tender (with Annexes)
- vi) Instructions to Tenderers
- vii) Special Conditions of Contract
- viii) Annexure
- ix) Bill of Quantities (BOQ)
- x) General Terms and Conditions of Contract

19.0 JURISDICTION OF COURTS:-

In case of any disputes/differences between contractor & DFCCIL the jurisdiction shall be of DDU Courts only.

20.0 In case of any deviation in downloaded copy of the tender documents, the Master Copy kept in the office of Chief General Manager/TDL/ DFCCIL, will prevail and the interpretation of CGM/ TDL will prevail.

21.0 Risk Purchase:- During execution of this Tender, if any delay is observed due to reasons attributable to you other than force majeure conditions which may cause delay in completion of the work, DFCCIL shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reason, whatsoever, and take alternative measures at your risk and cost.

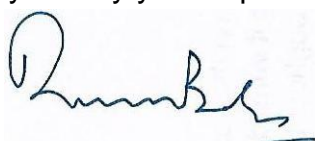
22.0 Tax Deduction at source (TDS):- TDS shall be deducted as applicable.

23.0 Inspection- Fields Quality Assurance: -As per the requirement of Site Engineer of DFCCIL

24.0 Other Facilities / Requirements:-If any, Contractor's Scope.

25.0 Safety Requirements:- Uncompromising Quality and Safety standards are considered as part of work carried out at all Work Sites at DFCCIL and therefore Zero Tolerance towards non-compliance. Site activities require total compliance to safety procedures and guidelines as provided on I.R.GCC July-2014& as per IRPWM. Accordingly, at all work sites where your personnel deployed, shall comply to Safety Procedures, Norms. All Contractor Staff/ Labour shall use PPE kit during working at site or travelling on DFCC vehicle for work.

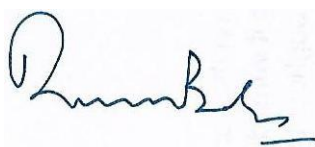
26.0 Penalties for Safety Lapses: -Any violation in adhering to the terms and conditions stipulated in I.R GCC Sept-2019 would also attract to penalties payable by you as per IR GCC Sept-2019 Provisions.



27.0 Security Deposits, Retention of Security Deposits and PERFORMANCE BANK GAURENTEE will be dealt as per GCC Para No. 16.

28.0 PERFORMANCE BANK GAURENTEE.

- (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.(60 Days)
- (ii) The Bank Guarantee for performance Guarantee shall be submitted invariably in the format given in the bidding document.
- (iii) The performance Guarantee shall be released after issue of performance certificate.




GENERAL CONDITIONS OF CONTRACT

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 Railway / DFCCIL or of the Successor Railway/DFCCIL authorized to deal with any matter 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 and shall also include Managing Director/ Director of DFCCIL;
 - (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 GGM/CGM/GM/CPM 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 "Railway" and shall mean and include their successors of the successor Railway.
 - (e) "Engineer" and Employer's Engineer shall mean the Chief Project Manager/Chief General Manager/ General Manager (Coordination) 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 PMC appointed by 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) "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 Engineer.
 - (i) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / 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.
 - (j) "Works" shall mean the works to be executed in accordance with the contract.
 - (k) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
 - (l) "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 includes Rates specified in tender document.
 - (m) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
 - (n) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (o) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (p) "Site" shall mean the land and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway/DFCCIL for the purpose of the Contract.
 - (q) "Period of Maintenance" shall mean the defect liability period (DLP) from the date of completion of the works as certified by the Engineer.
 - (r) Bid" or "Tender", "Bidder" or "Tenderer" wherever appearing in this document shall have the same and interchangeable meaning
- 1. (2) Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.



GENERAL OBLIGATION

- 2.(1) Execution Co-relation and intent of contract Documents:-**The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall not withstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/CGM/GM/CPM/nominated by DFCCIL.
- 3.(1) Law governing the contract:-**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 hereof.
- 4. Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in 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 subletting 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 endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
4. **Deleted**
5. **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.
6. Deleted
7. **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 with his tender in the form of FDR/Banker's Cheque/DD will be retained by DFCCIL as part of security for the due and faithful fulfilment of the contract by the Contractor. The part of EMD submitted as Bank Guarantee shall be returned to Contractor after submission of required Performance Guarantee. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Nationalised / Scheduled Commercial Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the DFCCIL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a Nationalised / Scheduled Commercial bank after execution of contract documents, but before payment of 1st on account bill. The validity of Bank Guarantee Bond shall be atleast 60 days beyond the date of completion of the contract. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.Format for Bank Guarantee is similar to Tender Form-19 placed at Part-IV of Tender Document.



Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by DFCCIL.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Nationalized / Scheduled Commercial Bank, to be submitted by him.

16.(2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that DFCCIL has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

16.(2)(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with DFCCIL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

16.(3) No interest shall 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 16.(4)(b) of this clause will be payable with interest accrued thereon.

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

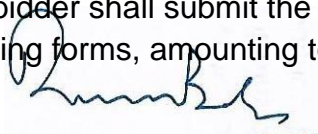
The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.

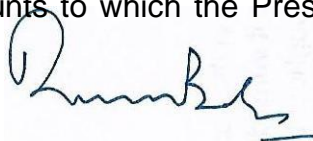
In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

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



- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of DFCCIL (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased in addition to forfeiture of Security Deposit available with DFCCIL.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the



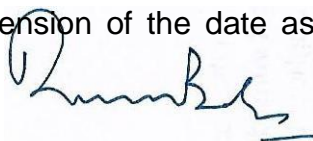
contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay President of India / DFCCIL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of the GCC
- (h) The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit additional Performance Guarantee of value equal to percentage of tender value by which offer is lower than 10%.

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

- (i) **Extension for delay not due to DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring 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 endeavors 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 DFCCIL:-** In the event of any failure or delay by the DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions 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.

6. For contract value up to Rs. 2 lakhs - 10% of the total value of the contract

7. 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.

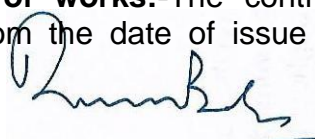
18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution 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 monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/CPM/GM/CGM of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will 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 28 days from the date of issue of Letter of Acceptance (LOA) 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 fulfil this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
- 19.(4) **Setting out of works:-**The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor provide all facilities like labour and instruments and shall co- operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
- 20.(1) **Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) **Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) **Extra works:-** Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
- 20.(4) **Separate contracts in connection with works:-**The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the 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.

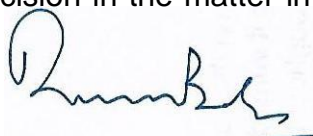
22.(1) Adherence to specifications and drawings:- The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the 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 General Manager or CPM/CGM/GM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.



23. **Working during night:-** The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
24. **Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway /DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway / DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.
25. **Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.
26. **Provision of efficient and competent Staff at work sites by the Contractor:-**
- 26.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

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

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

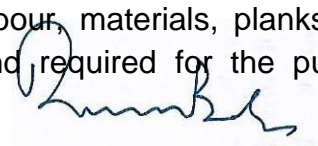
26A.3 Deleted

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:

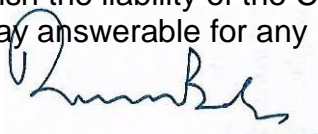
- (a) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous 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



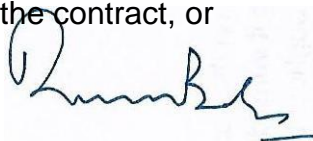
Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

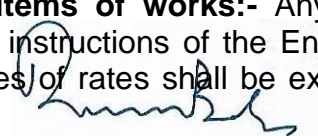
29. **Examination of work before covering up:-** The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order 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 DFCCIL:-** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 33(2) **Hire of DFCCIL / Railway's Plant:-** such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 34.(1) **Precaution during progress of works:-** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 34.(2) **Roads and Water courses:-** Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 34.(3) **Provision of access to premises:-** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible
- 34.(4) **Safety of Public:-** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
35. **Deleted.**
- 36.(1) **Suspension of works:-** The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-
- (a) Provided for in the contract, or



- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
- (c) Necessary for the safety of the works or any part thereof.
- 36.(2)** The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 36.(3) Suspension lasting more than 3 months:-** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.
- 37. Rates for items of works:-** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties 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
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“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 CPM/General Manager within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CGM/CPM's/ General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

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

40.(2) Clearance of site on completion:- On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been 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 Contractor, and till then the DFCCIL shall have the right repudiate such arrangements.

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

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

(ii) 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.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;



- (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL.

3. In cases where decrease is involved during execution of contract:

- (a) The contract signing authority can decrease the items up to 25% of individual item.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

7. **Handling Vitiating during Variation in Contract Quantities:**

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

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

- (i) The DFCCIL administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is

found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

(ii) The above shall be regulated as under:

- a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.
- b) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.
- c) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/ additions by way of new items will not be counted for computing Vitiating.

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

CLAIMS

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract:-** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45.(i) Measurement of works by Railways /DFCCIL :-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the DFCCIL.

The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which "on account" or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor's attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- (a) It shall be 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 Contractor's Authorised Representative (If so allowed or instructed):-

(a) The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Contractor's Authorised Engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer. The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test check may be conducted in his absence, and such test checks shall not withstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

(b) Incorrect Measurement, actions to be taken:



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

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

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

- 46.(1) "On-Account" Payments:-** The Contractor shall be entitled to be paid from time to time by way of "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 authorised Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of 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 RTGS/NEFT only.

46A PRICE VARIATION CLAUSE:

46A.1 Applicability: Price variation clause shall be applicable for this contract.

Materials supplied free of cost by DFCCIL to the contractors and any extra Non-Schedule item(s) included in subsequent variation falling outside the purview of the Schedule of Items of Tender 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 28 days prior to 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 individual claim shall be admissible except:

- Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- Payment/recovery for overall market situation 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, concreting, ferrous, nonferrous, insulator, zinc, erection, etc. However, for fixed component, no price variation shall be admissible.

46A.6 The percentages of labour component, material component, fuel component etc. in this contract for items under Schedule-A and B (other than supply of cement and steel in Schedule-C) shall be as under:

| Component | % age | Component | % age |
|----------------------------|-------|----------------------------------|-------|
| Labour component | 20% | Fuel & Lubricants component | 15% |
| Other Material component** | 30% | Fixed component* | 15% |
| Plant Machinery & Spares | 20% | Detonators & Explosive Component | - |

* It shall not be considered for any price variation

** For Items NS-1 and NS-2 of Schedule-A-I, the price reference of material for the purpose of determining the material component in PVC Formula shall be average of price for the categories of items under SL 2&3 as provided in the table in Clause 46A.9 of GCC. For remaining items of Schedule-A and Schedule-B, the price reference for material is RBI Indices for 'All Commodities'.

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

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

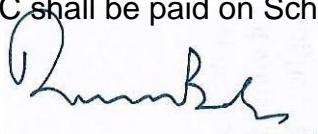
$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

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

$$(iv) \quad PM = \frac{W \times (PM_Q - PM_B)}{PM_B} \times \frac{PM_C}{100}$$

$$(v) \quad S = \frac{S_w \times (S_Q - S_B)}{S_B}$$

- Applicable for Schedule C-II
- No other PVC shall be paid on Schedule C-II



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

- Applicable for Schedule C-I
- No other PVC shall be paid on Schedule C-I

Where,

L Amount of price variation in Labour

M Amount of price variation in Materials

F Amount of price variation in Fuel

PM Amount of price variation in Manufacture of machinery for mining, Quarrying and Construction

S Amount of price variation in Steel

C Amount of price variation in Cement

L_c % of Labour Component

M_c % of Material Component

F_c % of Fuel Component

PM_c % of Manufacture of machinery for mining, Quarrying and Construction Component

W Gross value of work done by 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 for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period

L_Q Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

M_B Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period

M_Q Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

F_B Wholesale Price Index for the group Fuel & Power as published in the R.B.I. Bulletin for the base period

F_Q Index Number of Wholesale Price Index – By Groups and Sub-Groups for the group Fuel & Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

PM_B Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.

PM_Q Index number of Monthly Whole Sale Price Index for the category 'k. Manufacture of machinery for mining, quarrying and construction' under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

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

S_B Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the base period.

S_Q Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the average price index of the 3 months of the quarter under consideration.

C_v Value of Cement supplied by Contractor as per on account bill in the quarter under consideration

C_B Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period

C_Q Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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) 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.9: Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

| SL | Category of Steel Supplied in DFCCIL Work | Category of Steel Items as mentioned in Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP). |
|----|--|---|
| 1. | Reinforcement bars and other rounds | 'MS Bright Bars' individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL. |
| 2. | All types and sizes of angles, channels and joists | 'Angles, Channels, Sections, Steel' individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL. |
| 3. | All types and sizes of plates | 'e. Mild Steel – Flat Products' of (N) MANUFACTURER OF BASIC METAL. |
| 4. | Any other section of steel not covered in the above categories and excluding HTS | Average of price for the 3 categories covered under SL 1, 2 & 3 above |

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.

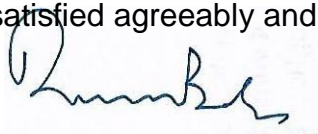
(b) In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the General Conditions of Contract.

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.

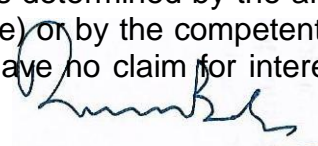
48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period 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 DFCCIL Liability:** - The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 50.(3) Unfulfilled Obligations:-** Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.
- 51.(1) Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "Contractor's authorised Engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are 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.
- 51.A **Production of vouchers etc. by the Contractor:-**
- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
 - (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.
 - (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.
- 52.0 Withholding and lien in respect of sums claimed:-** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any



account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

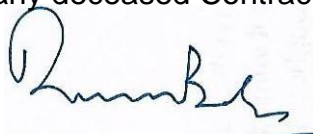
52A. Lien in respect of claims in Other Contracts:-

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

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

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

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



LABOUR

54.0 Wages to Labour :- The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

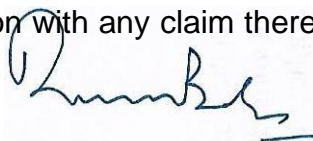
If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from any 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 of sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer



upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

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

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

55A.(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

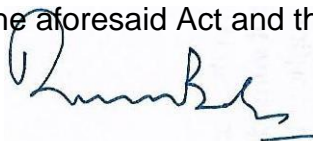
55A.(3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.

55A.(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his 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 make every arrangements to render all possible assistance.

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

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

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

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

by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

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

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

59.(4) Sanitary arrangements:- The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by 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 to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) Right of DFCCIL of determine the contract:-** The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor

will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.

61.(2) Payment on determination of contract:- Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.

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

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

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to 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 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.

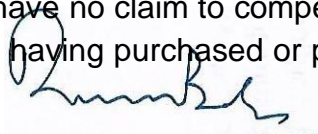
Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him such notice proceed to make good his default in so far as theof being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hour's notice (Proforma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hour's notice, a final termination notice (Proforma at Form No. 18) 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 / DFCCIL 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 /General Manager/CPM, DFCCIL and the Director/General Manager/CPM, DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that 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.
- 64.0 Reconciliation of disputes:** 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 "Managing Director" through "Notice of Dispute" for provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Managing Director shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of Conciliator(s) to the Contractor.

The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

For conciliation, 'The Arbitration and Conciliation Act, 1996 as amended from time to time is applicable mutatis mutandis.

64. (1) Demand for Arbitration:-

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

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

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

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

(d) The seat of arbitration would be New Delhi



- 64.(1)(iv)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 64.(1)(v)** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2) Obligation During Pendency of Arbitration:–** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or 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)(i)** In cases where the total value of all claims in question added together does not exceed Rs. 1,50,00,000 (Rupees One Crore Fifty Lakh 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 more than 3 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 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)(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 64.(3)(a)(iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the

- award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 64.(3)(a)(v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64.(3)(b)(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 there from.
- 64.(3)(b)(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)(b)(iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5)** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made
- 64.(6)** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 (with latest amendments) and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

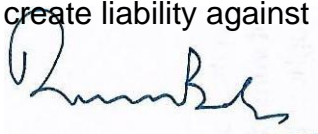
JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

- 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 JV Firm and not in the name 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 of 35% of advertised tender value and 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 member JV firm, their share and responsibility and the JV firm etc. Particularly with reference to financial, technical and other obligation 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 (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

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 (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 (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 resolution 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 fulfilment of the following criteria :

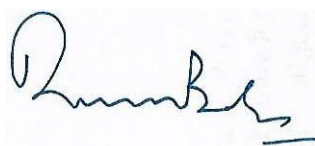
65.16.1 Technical Eligibility Criteria:As defined in Para 1.3.13(i)A Part-I, Chapter-III (Preamble & General Instructions to tenderers).

65.16.2 Financial Eligibility Criteria: As defined in Para 1.3.13(i)B Part-I, Chapter-III (Preamble & General Instructions to tenderers).



Schedule of items, Rates & quantities

| Summary of Estimated cost | | |
|---------------------------|----------------------|----------|
| Sl. No | Description | Amount |
| 1 | Non Schedule Item A1 | 2224299 |
| 2 | Items of Schedule B1 | 1907776 |
| 3 | Items of Schedule B2 | 8885542 |
| 4 | Items of Schedule B3 | 3504050 |
| 5 | Items of Schedule B4 | 500000 |
| Total Amount | | 17021667 |

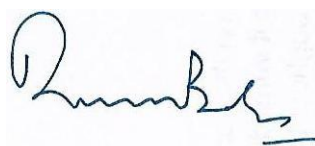


| Non-Schedule Items A1 | | | | | | |
|-----------------------|--------------------------------------|--|------|--------|------|---------|
| Sl. No | USSOR ITEM No | Description of Work | Unit | Rate | Qty. | Amount |
| 1 | Same as Item no 131480 of USSOR-2019 | <p>Key man / security patrolling whenever 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:</p> <ul style="list-style-type: none"> Valid certificate of competency issued by Railways. Medical certificate issued by Railway fit for A-3 medical category. <p>2.The following equipment will be supplied by Railways per each patrol man and required to be handed over back to Railways in good condition:</p> <ul style="list-style-type: none"> 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. <p>3.The following equipment to be arranged by contractor for each patrol man:</p> <ul style="list-style-type: none"> 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. <p>protective cloth to withstand the climate Gum boots Haver sack</p> <p>4. Wherever 2 or more tracks are parallel with in track centres 50m. one patrol man will be sufficient.</p> <ul style="list-style-type: none"> 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. <p>5. Route KM means including both UP & DN.]</p> | Day | 646.22 | 3241 | 2094399 |



| | | | | | | |
|---|--------------------------------------|--|------|---------|---------|---------|
| 2 | LAR No-MGS/EN/TRACK-MAINT/1/2017(R3) | Earth work for repairing ,Making up Cess ,repairing trolleys refuges and widening cess with Railway's earth | Cum | 975.00 | 80 | 78000 |
| 3 | LAR No-MGS/EN/TRACK-MAINT/1/2017(R3) | Hiring of road crane of 25 MT capacity including necessary fuel oil and operator etc complete as directed by engineer in-charge. The contractor shall be responsible for arranging all type permit required for movement of crane ,Payment shall be ,made for actual working hours at site | Hour | 1730.00 | 30 | 51900 |
| | | | | | Total:- | 2224299 |


Rates are inclusive of GST



| Schedule B1 (Chapter 6 & 7) | | | | | | |
|------------------------------|---------------|--|------|--------|----------|----------|
| Sl. No | USSOR ITEM No | Description of Work | Unit | Rate | Quantity | Amount |
| | 061030 | 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) | | | | |
| 1 | 061033 | BG Track – For Casual/Scattered Renewal work | RM | 54.40 | 792 | 43084.80 |
| 2 | 061110 | Fixing of fish plates and fish bolts (of 4 fish bolts) on a joint created in rail of 90R, 52Kg or 60Kg of all UTS, duly lubricating fish plates/bolts with contractor grease graphite in running track condition including transportation of fish plates and fish bolts from nearest station / store / level crossing. (rail cutting & drilling to be paid separately) | Each | 156.06 | 100 | 15606 |
| 3 | 061111 | Extra to Item no. 061110 for using fish plates of 6 bolts | Each | 53.34 | 25 | 1333.5 |
| 4 | 061150 | Lubrication of Elastic Rail Clips on PSC sleepers with contractor's grease, conforming to Railway's specifications, labour etc. complete as per Para 1411 (5)(b) of IR P.Way Manual | Each | 3.20 | 500000 | 1600000 |
| | 061200 | 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 ADEN 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. | | | | |
| 5 | 061201 | On Cess | Each | 351.38 | 150 | 52707 |
| 6 | 061202 | In-situ situation | Each | 550.56 | 150 | 82584 |

| | | | | | | |
|----------------|--------|---|------|---------|----|------------------|
| | 061210 | Drilling of hole in rail of any section and any UTS, manually (in emergencies only) with contractor's labours, tools & plants, consumables etc. for - | | | | |
| 7 | 061211 | Hole of dia. 25mm and above | Each | 221.61 | 50 | 11080.5 |
| 8 | 061212 | Hole of dia. below 25mm | Each | 136.17 | 50 | 6808.5 |
| | 071150 | Lifting of points & crossing layouts on all types of sleepers upto 75mm or partthereof including approach and exit sleepers including one round of packing, adjustment to sleeper spacing, tightening of fittings and ramping out on either side at slope not steeper than 1 in 1000 or as directed | | | | |
| 9 | 071152 | 1 in 12 Points & Crossing | Set | 18914.4 | 5 | 94572.1 |
| Total:- | | | | | | 1907776.4 |

Rates are inclusive of GST



| Schedule B2 (Chapter 8 & 13) | | | | | | |
|-------------------------------|---------------|--|------|-------|----------|--------|
| Sl. No | USSOR ITEM No | Description of Work | Unit | Rate | Quantity | Amount |
| | 081050 | Running out / Putting of railway's stone ballast from existing stacks available along alignment either on top of cutting or on formation or at toe of bank by head leads or by any other means and spreading to the required profile with contractor's labour, tools & plants, as directed by Engineer in-charge. {Payment shall be made based on ballast stack measurement} | | | | |
| 1 | 081051 | For lead upto 50m and lift up to 5m | cum | 113.2 | 500 | 56610 |
| 2 | 081052 | Extra over item no. 081051 for each additional lead of 50m or part thereof when total lead exceeds 50m, but upto 250m for each Cum. | Each | 32.08 | 400 | 12832 |
| 3 | 081100 | Boxing of ballast as per profile mentioned in IR's LWR Manual including cess dressing on both sides of track. The work will include removing excess ballast from track and putting the same in crib and shoulder by leading to a maximum of 50m including crossing of track, deweeding on ballast section etc and as directed by Engineer-In charge | TM | 26.08 | 3000 | 78240 |



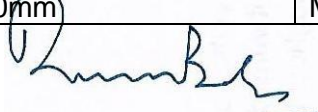
| | | | | | | |
|---|--------|---|------|---------|-----|--------|
| | 091010 | <p>Supply of Alumino thermic welding portions 52/60 Kg as approved by RDSO for welding of rails 52/60 kg for 25mm gap by the process of AT welding along with complete accessories confirming to the specification laid down in Indian Railway Standard specification No.IRST-19-2012 up to date correction slips with Single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) manually pressed for execution of welding of rail joint and compressed air petrol heating techniques including consumable stores complete and as directed by the engineer in charge at site. The following accessories shall be supplied.</p> <p>1.Alumino Thermic welding Portion (60/52 kg)as per IRS T-19-2012</p> <p>2.3 piece Pre-fabricated Dry Mould (60/52 Kg)as per IRS T-19-2012</p> <p>3.Luting Sand</p> <p>4.Ignition Match</p> <p>5.Single shot Crucible fitted with auto tapping thimble</p> <p>6. Mould shoes (1 set for 50 weld portions)</p> <p>The following accessories shall be supplied 10% extra by the contractor at free of cost. Single shot Crucible fitted with auto tapping thimble, Three piece pre fabricated dry moulds, Luting sand and Ignition matches.</p> <p>Note: Rate is inclusive of transportation of above to SSE/P.Way stores</p> | | | | |
| 4 | 091011 | For 60 Kg Rail, 3-piece Mould and Compressed Air Petrol heating technique | Each | 3127.56 | 150 | 469134 |



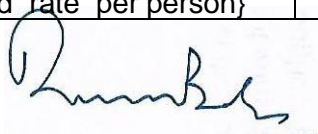
| | | | | | | |
|---|--------|--|------|---------|-----|----------|
| | 091040 | 25mm gap 'in-situ' welding and finishing of rail joints as per IR's AT Welding Manual under traffic block with Railway's welding portion under Railway's supervision by contractor's competent welder and other skilled labour, including consumables tools & equipments. Item includes use of weld trimmer and & grinding of weld, finished to meet the weld tolerances . Only welding portion and related consumables, e.g. Single shot crucible/Conventional Crucible, mould shoes, pre-fabricated dry mould, luting sand, closing pin, asbestos powder, igniter, thimble and magnesite powder as per method of welding will be supplied by Railways. All other tools, equipments etc. including fuel for pre-heating will be arranged by contractor. Item also includes anti corrosive painting to weld & marking of weld joint, as directed by engineer in-charge | | | | |
| 5 | 091041 | For 60 Kg Rail, Single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) and Compressed Air Petrol heating technique | Each | 2638.31 | 150 | 395746.5 |
| | 121260 | Working of the Railway Push Trolley by arranging required semi-skilled manpower as per Railway's rules and stipulations for conducting inspections by Railway officials and as directed by Engineer in-charge. Note: 1) Labourers supplied should be capable of pushing trolley in all gradients, and levels duly observing all safety precautions as per the manual. 2) The labour engaged should be strong and literate 3) Minimum of one head Trolley man along with 3 assistant men shall be engaged at each time of Trolley run.] | | | | |
| 6 | 121261 | (a) For Full day | Each | 2885 | 50 | 144229.5 |
| 7 | 121262 | (b) For Half Day(Upto 4 hours) | Each | 1511 | 100 | 151053 |



| | | | | | | |
|----|--------|---|-------------|-------|------|---------|
| | 121270 | Providing Caution Watchman at a rate of one caution watchman per 8 hourshift with prescribed protection equipments from contractor at location where caution order is imposed; (Detonators, Banner Flags / HS Flags will be supplied by Railways) watchman to be on continuous vigil and exhibit necessary hand signals to the trains for their passage over caution spot :[NOTE: 1) The above rate is for one location per day for 3 shifts of 8 hours each. 2) Banner flags and HS flags will be supplied by Railways. Contractor has to arrange 3 cell electric torch and tricolor light. 3) If Contractor fails to post watchman at any time during one day, penalty at double the accepted rates will be levied 4) The watchman nominated by the contractor will be screened for suitability as per Railway norms.] | | | | |
| 8 | 121271 | (a) For one shift | Each | 626.2 | 20 | 12523 |
| 9 | 121272 | (b) For Half Shift(Upto 6 hours) | Each | 313.1 | 40 | 12523.2 |
| | 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-229) | | | | |
| 10 | 131021 | For PSC Sleeper (BG) | TM | 81.37 | 1500 | 122055 |
| | 131180 | Slewing and realigning of curves on existing Broad Gauge track under running traffic condition, as directed by Engineer in-charge with contractor labour, tools & plants, as required with general lift upto 25mm including one round of through packing, loosening/tightening of P.Way fittings, if required and other incidental works : | | | | |
| 11 | 131185 | Maximum slew upto 50mm | TM | 117.9 | 1000 | 117860 |
| 12 | 131186 | Maximum slew more than 50mm and upto 100mm | TM | 144.8 | 800 | 115824 |
| 13 | 131187 | Maximum slew more than 100mm and upto 150mm | Track Metre | 166.9 | 500 | 83450 |



| | | | | | | |
|----|--------|--|-------------|----------|-------|-----------|
| 14 | 131188 | Maximum slew more than 150mm | Track Metre | 191.1 | 500 | 95550 |
| | 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 : | | | | |
| 15 | 131202 | With Contractor's Hydraulic Rail tensor | TM | 79.47 | 5000 | 397350 |
| 16 | 131203 | Without Rail tensor | TM | 69.81 | 15000 | 1047150 |
| | 131230 | Fixing Joggled Fish Plates with bolt / clamp (supplied by Railway) in running track conditions at welds on rail, as directed by engineer in-charge (drilling of holes in rail will be paid separately | | | | |
| 17 | 131231 | With 2 bolts | SET | 120.1 | 100 | 12006 |
| 18 | 131232 | With 4 bolts | SET | 160.1 | 100 | 16008 |
| 19 | 131233 | With Clamps | SET | 175.1 | 100 | 17514 |
| 20 | 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} | Day | 14717.31 | 261 | 3841217.9 |




| | | | | | | |
|----|--------|--|------|-------|-------|--------|
| 21 | 131290 | Lubrication of fish plated rail joints under traffic by using Grease Graphite Grade 'O' (IS:408) and Black oil, tools & plants supplied by contractor for all types of rail sections as directed by Engineer In charge | Each | 117 | 100 | 11696 |
| 22 | 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 | RM | 29.27 | 18000 | 526860 |
| | 131420 | Removal of all types of muck / malba and garbage which includes waste material, animal carcass, cow dung, debris, sweepings etc. from track and dumping / throwing, as directed by engineer in-charge following all rules / regulations of State / Central Govt. and Authorised Bodies | | | | |
| 23 | 131421 | In case payment is based on area cleaned | sqm | 38.38 | 1200 | 46056 |
| 24 | 131422 | In case of payment on the basis of stack / truck / trolley measurement | cum | 731.9 | 100 | 73192 |
| 25 | 131470 | Making kutcha trapezoidal side drain of bottom width as 300mm and depth of 450mm in cutting section by excavation in all types of soil including utilising excavated muck for dressing of cess, slopes etc. in Railway land | RM | 206.6 | 200 | 41318 |



| | | | | | | |
|----|--------|--|------|--------|------|----------|
| | 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 Railways. • Medical certificate issued by Railway fit for A-3 medical category. 2.The following equipment will be supplied by Railways for each patrolman and same to be handed over back to 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 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 | | | | |
| 26 | 131481 | For a maximum duration of 8 hrs. | Each | 646.22 | 1320 | 853010.4 |
| | 131550 | Marking, inscribing, painting, writing, bordering etc. on new / old iron surface at various locations of Points & Crossings with details of turn-in / turn-out reference station mark on rail web for one set, duly preparing surface with contractor's wire brush and applying two coats of yellow synthetic enamel paint of approved quality as background and stenciling the details to suitable size, as described for every curve reference station mark / switch / crossing details with black enamel paint of approved quality complete, as directed : | | | | |
| 27 | 131552 | 1 in 12 Turnout | set | 1209 | 40 | 48344 |

| | | | | | | |
|--------------|--------|---|------|-------|-----|-------------------|
| | 131560 | Painting of P.Way Reference Post, Structures etc. with enamel paint of approved make with different colours & letters, as directed by Engineer incharge | | | | |
| 28 | 131561 | Kilometre & Gradient post | Each | 77.87 | 130 | 10123.1 |
| 29 | 131563 | LWR / SEJ Board | Each | 132.6 | 45 | 5966.55 |
| 30 | 131564 | Level Crossing Boards including Road Sign Boards | Each | 150 | 10 | 1499.8 |
| 31 | 131566 | Curve Post | Each | 86.92 | 120 | 10430.4 |
| 32 | 131569 | Curve Board | Each | 132.6 | 120 | 15910.8 |
| 33 | 131570 | Curve details, SE, Versine, Station Nos. etc. | Each | 45.12 | 120 | 5414.4 |
| | 131580 | Painting of Bridge Reference / Boards, Structures etc. along track with enamel paint of approved make with different colours & letters, as directed by Engineer in-charge | | | | |
| 34 | 131581 | Bridge Board | Each | 132.6 | 50 | 6629.5 |
| 35 | 131584 | HFL, FSL & DL on Bridge Pier / Abutment | Each | 604.3 | 50 | 30215 |
| Total | | | | | | 8885542.06 |

Rates are inclusive of GST



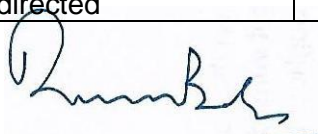
| Schedule B3 (Chapter 15 & 21) | | | | | | |
|--------------------------------|---------------|--|------|------|----------|--------|
| Sl. No | USSOR ITEM No | Description of Work | Unit | Rate | Quantity | Amount |
| | 151310 | <p>Carrying out pre-tamping, during tamping and post-tamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include :</p> <p>(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;</p> <p>(2) Clearing of ballast on sleepers to make them visible to operator,</p> <p>(3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM;</p> <p>(4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location;</p> <p>(5) Tightening of loose fittings immediately before & after tamping;</p> <p>(6) Replacement of broken / missing fittings supplied by Railway;</p> <p>(7) Correcting displaced sleepers to position alongwith squaring;</p> <p>(8) Re-setting of worked-out / fallen fittings;</p> <p>(9) Removing and re-fixing joggled fish plates & wooden blocks, wherever necessary;</p> <p>(10) Manual consolidation of ballast in crib / shoulders;</p> <p>(11) Removing and re-fixing of traction bonds during the block in electrified sections</p> <p>(12) Dressing of ballast</p> <p>NOTE:</p> <p>1. Contractor to provide minimum 30 men with 2 supervisors for carrying out above work.</p> <p>2. Tamping blocks are not identical & it may be given at any time either during day or night.</p> <p>3. Stages of payment a) 30% of the rate will be paid on</p> | | | | |

| | | | | | | |
|---|--------|--|-------------|-------|-------|-----------|
| | | 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 | | | | |
| 1 | 151311 | (a) For day time block working | Track Metre | 34.06 | 55000 | 1873300 |
| | 151320 | Pre, during & post tamping operations, as mentioned in Item no. 151310 at evel crossing portion alongwith opening the road, removing and re-fixing of checkrails & 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 - | | | | |
| 2 | 151321 | (a) Level crossing with CC block surface | Each | 22728 | 15 | 340919.25 |
| | 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 Railway; (7) Correcting displaced sleepers to position alongwith 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 - | | | | |
| 3 | 151352 | 1 in 12 Turnouts | Set | 16542.3 | 11 | 181964.86 |
| 4 | 151355 | Derailing Switch | Set | 10407.4 | 2 | 20814.7 |
| | 161010 | Quick cutting with abrasive rail cutter of all types of rail sections including wear resistant, head hardened rails upto 110 UTS, with contractors tools & plants, equipment, consumable with all lead & lift etc. complete as directed by Engineer in-charge. Abrasive Rail Cutter will be as per RDSO Specification No. TM/SM/1 (Rev. 01 of 2007) with latest status of RDSO; Rail Cutting Wheel Abrasive Disc will be as per RDSO Specification No. TM/SM/2 (Rev. 01 of 2007) - Outside Track | | | | |
| 5 | 161012 | 60 Kg - 90 UTS | Each | 330.5 | 111 | 36685.5 |
| | | On Running Line - | | | | |
| 6 | 161016 | 60 Kg - 90 UTS | Each | 372.0 | 100 | 37200 |
| 7 | 171040 | Loading, unloading and hauling of 52Kg / 60Kg rail upto 13 metre length or sleeper by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic in case road carriage is not possible with lead upto 500 metre and all lift upto 5 metre during block period | MT | 335.11 | 200 | 67022 |
| 8 | 171041 | Extra to Item no. 171040 for lead beyond 500 metre and up to 1 Km | MT | 120.95 | 100 | 12095 |
| 9 | 171042 | Extra to Items no. 171040 & 171041 for lead beyond 1 Km for every subsequent Km or part thereof and upto 10 Km | MT | 48.17 | 100 | 4817 |
| 10 | 171043 | Extra to Item no. 171040 with contractor's Rail Dolly / Dip Lorry | MT | 12.93 | 147.13 | 1902.4 |



| | | | | | | |
|----|--------|---|------|--------|-----|-----------|
| 11 | 171050 | Loading, unloading and hauling of 52Kg / 60Kg rail more than 13 metre and upto 39 metre length by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic in case road carriage is not possible with lead upto 500 metre and lift upto 5 metre | MT | 391.59 | 50 | 19579.5 |
| 12 | 171051 | Extra to Item no. 171050 for lead beyond 500 metre and up to 1 Km | MT | 159.14 | 50 | 7957 |
| 13 | 171052 | Extra to Items no. 171050 & 171051 for lead beyond 1 Km for every subsequent Km or part thereof and upto 10 Km | MT | 50.76 | 50 | 2538 |
| 14 | 171053 | Extra to Item no. 171050 with contractor's Rail Dolly / Dip Lorry | MT | 14.08 | 50 | 704 |
| | 181080 | Overhauling of level crossing including digging out upto 50mm below sleeper, screening of shoulder & crib ballast, making good ballast with Railway's ballast from stacks / heaps, replacing worn out sleepers & fastenings, check rails including scrapping of rails and tarring with two coats with contractor's coal tar, correcting cross level, gauge, alignment, surfacing and packing etc., filling back ballast, ramming & levelling road surface and fixing concrete slabs excluding coal tarring of road, as directed by Engineer in-charge | | | | |
| 15 | 181081 | Level crossings with asphalted road surface | Sqm | 741.99 | 924 | 685598.76 |
| 16 | 181160 | Painting of running rails and check rails with approved bituminous paint (RDSO's Specification no. M&C/PCN/120-2011), duly cleaning running rail and check rail, as directed by Engineer incharge | RM | 30.82 | 200 | 6164 |
| 17 | 181460 | Providing rail reference posts by cutting rails of length for 60cm above & 30cm below ground level, excavation for foundation, fixing post in foundation in cement concrete base of size 0.3m x 0.3m x 0.6m in 1:3:6 mix, painting two coats with paint of approved quality & colour and marking, as directed | Each | 709.78 | 10 | 7097.8 |



| | | | | | | |
|----|--------|---|------|---------|----|---------|
| 18 | 201130 | Manufacturing and supplying Trolley Refuge Indicator Boards / Level Crossing No. Boards, made of MS sheet of 2mm thick of size 240mm dia. and 50mm x 50mm x 6mm angle, welded to MS sheet, duly painting with 2 coats of ready mixed yellow enamel paint over one coat of red oxide with all lead & lift as per specification and as directed by Engineer in-charge | Each | 996.76 | 50 | 49838 |
| 19 | 201140 | Manufacturing, supplying and fixing Curve Indicator / Point Indicator / SEJ Boards to be provided at various locations on formation, made out of MS sheet 2mm thick of size 450mm x 300mm duly fixed with MS frame of 25mm x 25mm x 3mm angle welded to 50mm x 50mm x 3mm MS angle, 1000mm long post split and bent 100mm at bottom end with all lead & lift as per specification and including painting of details with enamel paint, as directed by Engineer in-charge (Earthwork & concreting will be paid separately) | Each | 750.32 | 50 | 37516 |
| 20 | 211050 | Casting and positioning of pre-cast cement concrete Fouling Mark as per approved drawing at station yard, duly painting letters of Fouling Mark, complete in all respects with all labour, materials including cement, tools and plants etc. | cum | 7112.48 | 5 | 35562.4 |
| 21 | 211140 | Making Trolley Refuge of size 2.75m x 2.75m and placing released unserviceable PSC sleepers at all four sides of refuge (Earth-work to be paid separately) | Each | 467.94 | 50 | 23397 |



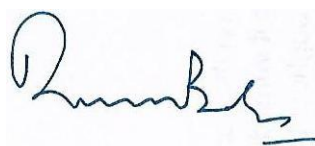
| | | | | | | |
|----------------|--------|--|------|---------|----|-------------------|
| 22 | 211220 | Hiring of JCB/Hitachi for levelling and dressing ground/dismantling structures, Removal of jungle, clearing of earth, lowering high cess etc., along side the track between up and down lines obstructing 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. | Hour | 1284.42 | 40 | 51376.8 |
| Total:- | | | | | | 3504049.96 |

Rates are inclusive of GST

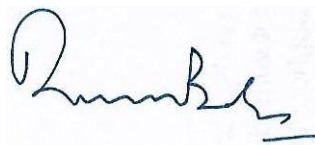


| Schedule B4 | | | | | | |
|--------------|---------------|--|------|----------|----------|----------|
| Sl. No | USSOR ITEM No | Description of Work | Unit | Rate | Quantity | Amount |
| 1 | | Unforeseen items not cover in items in schedule of B-1, B-2, B-3 of ECR USSOR 2019 | LS | 5,00,000 | | 5,00,000 |
| Total Amount | | | | | | 5,00,000 |

Rates are inclusive of GST



(ANNEXURES)



Annexure-I

Performa for Experience Certificate. {On the letter head of the issuing department}

M/s..... has provided Outsourcing of Manpower proving services to this department and has completed the work/service successfully. The details are as under:

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of start of service/work:
5. Date of completion of work/service:
6. Total value of work/service during the contract period (if completed):
7. In case of on-going work/service, please indicate the annual payment for
F.Y. 2019 -20,
F.Y.2018-19,
F.Y.2017-18.
F.Y.2015-16

(Name & signature of the officer with seal of the department and phone no.).



ECS / NEFT / RTGS MANDATE FORM

Date:-

To,


Deputy Chief Project Manager /Finance,
DDU Unit

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

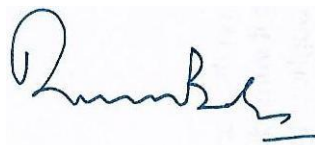


Annexure-II

Performa for Affidavit. {on the letterhead of the bidder}

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

**Signature of
Proprietor/Director/Partner**



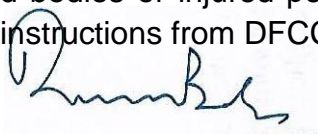
Annexure-III

SCOPE OF SERVICES:

Detailed Scope of Work: -

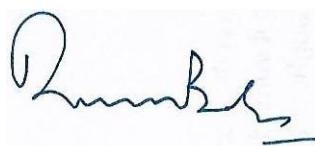
The scope of work under this tender: –Contractor has to provide outsourced persons in various categories (As mentioned in schedule of offer) to carry out the following works.

1. Earthwork repairing, making up Cess, repairing trolley refuges and widening Cess width.
2. Dressing, boxing of ballast to proper profile as per IRPWM with weeding out Cess jungle, fixing of broken/fallen loose fittings etc.
3. Pre tamping works as per IRPWM /IRTMM, including squaring/spacing of sleepers, renewal of damaged/broken/unserviceable fittings, recoupmnt of ballast in tamping zone, opening of joggled fish plates, removing of wooden blocks, check rill at LC.
4. Post tamping works including boxing and dressing /filling of ballast in shoulder and crib, cleaning of Cess upto 2m, recoup missing fittings, re fixing of joggle fish plates check rails at LC and wooden Blocks.
5. Fixing of joggle fish plates in SKV welds with two no. of clamps and bolts. (Note joggle fish plates will be supplied by DFCCIL).
6. 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.
7. Improving drainage, cleaning of side drains, cross drains and clearing of water ways of bridges and culverts.
8. Attention to turnouts greasing, packing etc. Grease & oil shall be supplied by DFCCIL.
9. Cleaning and greasing of ERC as per IRPWM. Grease & oil shall be supplied by DFCCIL.
10. Overhauling of level crossing gate (as per IRPWM) during machine packing or as per requirement.
11. Cutting and drilling of rails as and when required.
12. Casual renewal of rails and sleepers as and when required.
13. Clearing /cleaning the track after happening of CRO.
14. Picking up slacks of track in running lines/yard lines /points and crossings.
15. Attention to level crossing approaches, points and crossings approaches and bridge approaches for correcting alignment & level.
16. Attention to curves for correcting versine, super elevation and gauge.
17. Attention to SEJs monthly for packing manually and oiling& greasing.
18. Carriage of P-way material (rails upto 26 meter, sleepers and track fittings) by rail dolly, dip lorry or by trucks with loading and unloading with.
19. Removing dead bodies or injured persons from the track and watching the site as per instructions from DFCCIL officials, as and when required.



20. Watching & attending the site as per instructions from DFCCIL officials on occurrence of rail fracture/weld failure at any time and at any location with complete and necessary tools & equipments.
21. Watching & attending the site of flood during monsoon as per instructions from DFCCIL officials with complete and necessary tools & equipments.
22. Dee weeding, uprooting of rank vegetation, long grass, scrap bushes, hedge on track & Cess with bank slope.
23. To provide trolley man / head trolley man for movement of trolley in the section.

Signature of Tenderer



Annexure-IV

Eligibility Condition for various categories of Workmen

1. P-Way gangs/party – Each gang/party shall consist of **25% skilled, 25% semi-skilled and 50% unskilled P-way labour.**
2. Contractor's supervisor of P-way gangs shall be of **highly skilled** category.
3. Key-man, hot weather patrol man, cold weather patrol man, monsoon patrol man, emergency patrol man & stationary watchman shall be of **Semi-skilled** category.

Note:

- A) Besides the categories mentioned above, DFCCIL may asked the Contractor to provide other categories of staff also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
- B) Police verification for background check of outsource staff is required to be done by the agency and same should be submitted to DFCCIL.



ANNEXURE – V

CERTIFICATION OF FAMILIARISATION

A. I/We hereby solemnly declare that I/We have visited the site of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:

- a) Topography of the Area.
- b) Climatic condition and law & order situation in project area.


B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, special terms and conditions apart from information conveyed to me/us through various other provisions in this tender document.

C. Tentative Deployment of Workmen: -

Distribution of Gangmen will be decided by DFCCIL

D. One contractor supervisor shall be deployed with each Gang mentioned in 'C' above.

E. One Patrolman /Keyman shall be deployed for each 06 Km Stretch.



ANNEXURE – VI

SUPPLEMENTARY AGREEMENT

Articles of Agreement made on this in the year
..... And between DFCCIL acting through the Chief General Manager
hereinafter called as one party and
of the second part.

Where the party hereto of the second part executed an agreement with the
party hereto of the first part being agreement No. dated
..... for the performance of herein called the
principal agreement.

And whereas it was agreed by and between the parties hereto that the works
would be completed by the party hereto of the second part on “date
last extended” and whereas the party hereto of the second part has executed
the work to the entire satisfaction of the party hereto of the first part and
whereas the party hereto of the first part already made payments to the party
hereto of the second part diverse sums from time to time aggregating to
Rs. including the final bill
bearing voucher No. dated (the receipt of which is
hereby acknowledged by the party hereto of the second part) in full and final
settlement of all his claim under the principal agreement.

Now it is hereby agreed by and between the parties in the consideration of
sums already paid by the party hereto of the first part to the party hereto of the
second part against all outstanding dues and claims for all works done under
the aforesaid principal agreement including / excluding security deposit, the
party hereto of the second part have no further dues / claims against the party
hereto of the first part under the said principal agreement.

It is further agreed by and between the parties that they party hereto of the
second part has accepted the said sums mentioned above in full and final
satisfaction of all its dues and claims under the said principal agreement.

It is further agreed and understood by and between the party that in
consideration of the payment already made under the agreement the said
principle agreement shall finally discharged and rescinded all the terms and
conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the
arbitration clause contained in the said principal agreement shall cease to have
any effect and / or shall seems to be nonexistent for all purposes.

Signature of the Tenderer/s

For & on behalf of

Witness of the signatures

Witness

1.....
2.....



ANNEXURE-VII

UNDERTAKING BY TENDERER

1. Being duly authorized to represent and act on behalf of and having fully understood all the tender conditions and requirements for fulfilling eligibility criteria including residual / available bid capacity, the undersigned hereby declare that:
 - i) The information / statements given in support of technical and financial capability as per para 1.0 A, 1.0B and 1.0 C of Annexure-I of NIT of tender document are true and correct in every detail.
 - ii) This tender offer is made in the full understanding that:
 - a) All information / documents submitted along with tender offers by tenderer/s will be subject to verification by DFCCIL or its any authorized representative who may conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the tender offer and to seek clarification from our bankers, clients regarding any financial & technical aspects;
 - (b) In the event that the information/document submitted is found to be false or misleading, the tender shall be disqualified and the earnest money deposited shall be forfeited.
2. The client reserves the right to:
 - (i) Reject or accept any application, cancel the tender and reject all applications.

Signed

Name

For & on behalf of
Name of Firm/Company/JV



ANNEXURE-VIII

(Guarantee –Bond offered by bank to DFCC in connection with the execution of Contracts)

(SD)GUARANTEE BOND FORMAT

(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (herewith called “ The Employer”) having agreed to exempt _____ (hereinafter called “ The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No..... dated _____ made between _____ and _____ for _____ (hereinafter called the “ The Said Agreement “) of **security deposit** for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (indicate the name of the bank) (hereinafter referred to as “ The Bank”) at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present is being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharges of our liability for payment hereunder the Contractor(S)/Supplier(s) shall have no claim against us for making such payment.




4. We _____(indicate the name of Bank) 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 Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____the Employer/DFCCIL certify _____ that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made _____ on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.
5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.
6. We _____(indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time to time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL 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 relieve us from the liability.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
8. We _____, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.
9. IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of..... being herewith duly authorized.

Bank Seal Signature of Bank Authorize Official with Seal

Name: -----
Designation: -----
Address: -----

Witness:

1. Name:.....
Designation:.....
Address:.....
2. Name:.....
Designation:.....
Address:.....



ANNEXURE-IX

Format of Bank Guarantee for Performance Security

Bank Guarantee No.

.....

Dated

.....

To,
Dedicated Freight Corridor Corporation of India Limited
Supreme Court Metro Station Building, 5th Floor,
New Delhi

Reference: - Contract No. -----, Awarded on -----

This deed of guarantee made this day of _____ Between _____
(Name of Bank) having registered office at _____ (hereinafter referred to as "Bank") of the one part, and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the "Client") of the other part.

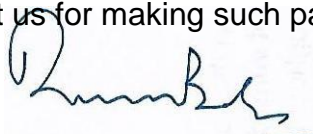
Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. _____ for _____ (hereinafter called "the Contract") to _____ (Name of the Firm/ Consultant) having its registered office at _____ (hereinafter called the Firm/ Consultant).

AND WHEREAS the Firm/ Consultant is bound by the said Contract to submit to the Client an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rupees Amount in words).

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agrees and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer 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. ----- (in words) only.

We ----- (indicate the name of Bank), further undertake to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal. The Payment so made by us (name of Bank) under this bond shall be a valid discharges of our liability for payment there under and the Contractor shall have no claim against us for making such payment.



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 at all the dues of the Employer 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 Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Not with standing 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 Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing , thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we(name of bank) un conditionally

undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we ----- (name of bank) shall pay the Employer the full amount of the guarantee on demand without demur.

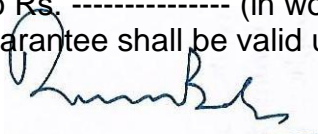
We------(indicate the name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for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

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

The expression "The Employer" ,"The Bank" and "The Contractor" hereinbefore used shall include their respective successors and assigns.

We----- (name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended on



demand by Employer.

- iii) The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before-----

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of ----- being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with Seal

Name :-----

Designation:-----

Address :

Witness:

1. Name

:-----

Designation

:-----

Address :


2. Name

:-----

Designation:-----

..... Address

:-----



ANNEXURE-X

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between, **DFCCIL**, _____ (address). (Hereinafter called "the Employer") of the one part and _____ (name and address of the Contractor) (hereinafter called "the Contractor") of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

- 1.0 In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as part of this Agreement: -
 - i) The Contract Agreement.
 - ii) Letter of Acceptance.
 - iii) Form of bid
 - iv) General Information
 - v) Notice Inviting Tender (with Annexes)
 - vi) Instructions to Tenderers
 - vii) Special Conditions of Contract
 - viii) Annexure
 - ix) Bill of Quantities (BOQ)
 - x) General Terms and Conditions of Contract
- 3.0 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4.0 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the

(Name, Designation and address of

authorized signatory)
Signed for and on behalf of
the

the authorized signatory)
Signed for and on behalf of the

Contractor in the presence of:

Employer in the presence of:

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.



PRE CONTRACT INTEGRITY PACT

General

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

----- represented by Shri -----Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].



- 1.2 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.
- 1.3 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

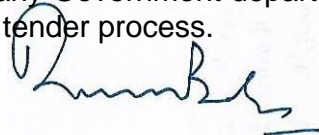
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [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 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:-
- Bank draft or a pay order in favor of _____.
 - 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 of payment.
 - 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 :-
- 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.
 - 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.
 - To immediately cancel the [B], if already signed, without giving any compensation to the [A].

- (iii) 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.
 - (iv) 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.
 - (v) 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].
 - (vi) 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.
 - (vii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (viii) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.
 - (ix) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the

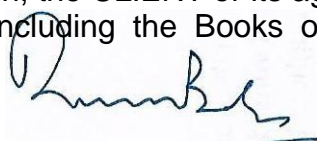
Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be und contractual obligation to treat the 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

Name of the officer
Designation
Deptt./Ministry/PSU
Witness

BIDDER
CHIEF EXECUTIVE OFFICER

1.....

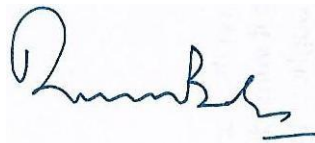
2.



Note:

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

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



**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE
TENDER DOCUMENT
(Clause 24.0 Instruction to Tender)**

(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:

8. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
9. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
10. I/we hereby declare that I/we have downloaded the tender document from the website www.tenderwizard.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
11. 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.
12. **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.**
13. **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.**
14. 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.
15. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.



DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

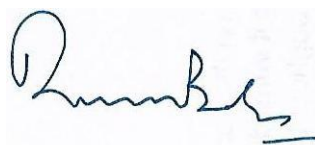
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

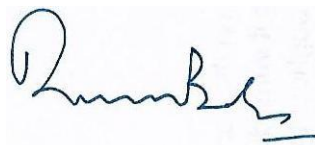
****The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

Attestation before Magistrate/Notary Public



FINANCIAL OFFER

(SCHEDULE OF RATES)



| Bill of Quantity: TRACK MAINTENANCE WORK INCLUDING MISCELLANEOUS P-WAY AND OTHER RELATED WORKS BY PROVIDING MANPOWER IN CONNECTION WITH MAINTENANCE OF NEW DFCCIL B.G. DOUBLE LINE TRACK FROM DDU to CPBH under RGM/CO/DDU for 12 Months. | | | | |
|---|----------|------------------|-----------------------|--------------------------|
| Sl.No | Schedule | Estimated Amount | % Above/Below/ at Par | Amount in words and Fig. |
| 1 | A1 | 2224299 | | |
| 2 | B1 | 1907776 | | |
| 3 | B2 | 8885542 | | |
| 4 | B3 | 3504050 | | |
| 5 | B4 | 500000 | | |
| Total Amount | | 17021667 | | |

Amount in words :- (Rs. 17021667/- One Crore seventy Lacs Twenty one Thousand six thousand sixty seven Only)

Note: - Quoting of rates

1. Tenderer should not quote for individual items.
2. Tenderer should quote % age Above/ Below / at Par (.....)(.....in words) to the Total Cost of particular schedule. Write the percentage both in figures and words
3. Tenderer must sign the following certificate.
I/We offer and agree to execute the above work at rate uploaded on Line at www.tenderwizard.com/DFCCIL Through digital Signature.
4. These Rates are inclusive of All Govt., Local Taxes, and GST.

Signature of tenderer with seal

