



Request for Proposal (RFP)

(Single stage Two Packet System- Open Tender)

for

**Operation & Maintenance of DFCCIL's One MPT 56930 Machine including supply
of spares and other items for 12 years within DFCCIL Network**

RFP No. TDL_EN_TM_56930

Issued on:18.06.2025

(Participation through e-Tender only)

Visit: www.ireps.gov.in

(Help desk of IREPS: 011-23761525)

Client:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Under

Ministry of Railway

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INSTRUCTIONS TO BIDDERS FOR ONLINE BIDDING

Instructions to bidders for online bidding

General: - Submission of Online Bids is mandatory for this Notice Inviting Tender. For conducting electronic tendering, DFCCIL has decided to use the portal E-tendering site- <https://www.ireps.gov.in> / its link at www.dfccil.com (Help desk of IREPS: 011 - 23761525). The tenderer/bidders must have Class-III Digital Signature Certificate & must be registered on IREPS portal. Only registered tenderer/bidders can participate on e-Tendering. All relevant documents must be uploaded at the time of participating in e-Tendering.

Instructions:

1. Online Bidding Methodology:

Online Bid System

2. Broad outline of activities from Bidders perspective: -

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Electronic Tendering System (ETS)
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on (ETS)
- e. Download Official copy of Tender Documents from ETS.
- f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
- g. Bid Submission on ETS: Prepare & arrange all documents/paper for submission of bid online and tender fees deposit through E-Payment gateway.
- h. Attend Public Online Tender Opening Event (TOE) on ETS.
- i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post - TOE queries.

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

- a) 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.
- b) While uploading the documents it should be ensured that the file name should be the name of the document itself.

3. Digital Certificate:

For integrity of data and its authenticity/ nonrepudiation 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 Authority (CCA) (refer

<http://www.cca.gov.in>).

4. **Registration:**

The Tender documents can be downloaded from the website: <https://www.ireps.gov.in> and to be submitted in the e - format. Cost of the Tender Documents have to be submitted only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed. Payments against this tender towards tender document cost and earnest money are to be deposited /submitted before the schedule date & 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 documents from the website to keep themselves abreast of such amendments before submitting the tender documents. BID SECURITY has to be deposited either online through online payment modes available on IREPS portal or as described under clause 6.2 of SOR

Intending bidders are requested to register themselves on IREPS portal through <https://www.ireps.gov.in> for obtaining User ID and Password by paying Vendor registration fee and processing fee for participating in the above-mentioned tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in

5. **DFCCIL, has decided to use the process of E- Tendering for inviting this tender and thus the physical copy of the tender documents would not be sold/ accepted.**

- i) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are to be notified. It is the responsibility of the Tenderer who has downloaded the tender documents from the website to keep themselves abreast of such amendments and attach all the addendum/addenda /corrigendum/corrigenda (if any) duly signed along with the submission of the tender documents.
- ii) To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the IREPS (www.ireps.gov.in) and to have User ID and Password.

6. **List of Contact persons for this tender & Bank Account Details of DFCCIL:**

DFCCIL Contact	1.Lalji anand
	1.shubh kant Pandey
Telephone/Mobile No.	9717636837, 7897420556,
E-mail ID	cgmtundla@dfcc.co.in
Name	Dedicated Freight corridor Corp of India LTD-TUNDLA
Bank account number	191405001234
IFSC CODE	ICIC0003200
BANK NAME	ICICI BANK LTD
BRANCH NAME	Tundla
CITY NAME	Tundla

Signature of tenderer (s)
With seal

ADDRESS	ICICI Bank Station road Tundla District. Firozabad
STATE	Uttar Pradesh
BG ENABLED	YES

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION AS PER BID: -

The bidder shall furnish, as part of his bid document establishing the bidders' eligibility. All these documents should be numbered and should be signed by bidder in each page.

- 7.1 Tender fee has to be deposited through e-payment only. The tender processing fees as per applicable rate payable through the e- payment gateways to IREPS portal is Nonrefundable. Payments against this tender towards tender document cost and earnest money are to be done before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
- 7.2 Tender documents (s), duly filled in should be signed by bidder or his Authorize representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.
- 7.3 **Copy of PAN card.**
- 7.4 *The authenticated copy of registered partnership deed and **registration of the firm** from registrar of firm in case of partnership firm.*
- 7.5 *In case of proprietorship firm bidder will submit an **affidavit, attested by Notary Public** that "I am a sole proprietor of the firm _____" in case of _____ Proprietorship firm on Non judicial stamp paper of Rs 500/-.*
- 7.6 **Bidder's profile** duly filled in, as per tender document.
- 7.7 **Power of Attorney** for signing the Application. If applicable, the Power of Attorney for Lead Member of JV;
- 7.8 **Article of association and memorandum** in case of private/public limited company.
- 7.9 *Copy of E.P.F. registration. (optional)*
- 7.10 *Copy of ESI Certificate. (optional)*
- 7.11 *Copy of GST registration no.*
- 7.12 *Memorandum of Understanding (in case of JV)*

Note- (i) Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the DFCCIL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to the DFCCIL, and will be liable to cancellation of agreement done (if any) & appropriate action will be taken against the bidder.

(ii) While submitting the Tender 'Online' the Tenderer shall read the terms & conditions and accept the same in order to proceed further to submit their Tender.

8.0 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (DFCCIL should not be responsible for any problem arising out of internet connectivity issues).

9.0 Modification / Withdrawal of bids:

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

10. Method for submission of bid documents

In this TENDER, the Tenderer has to participate in e-Tendering online. Tender Document fee in respect of e-tendering should be accepted through net banking or payment gateway only before the schedule date.

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

Other instructions

- a) It is recommended that the Tenderer/vendor should visit the portal (ireps.gov.in), peruse the information provided under the relevant links and login to it and upload documents of bid.
- b) DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
- c) Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action.

11. OPENING AND EVALUATION OF BIDS:

- (i) Opening of Bids will be done through an online process.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The DFCCIL Authority shall open bid documents received in electronic form at the scheduled date and time of opening of tender. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

12. ONLINE E-BIDDING METHODOLOGY:

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

- i) Cost of Tender Document and Bid Security Details
- ii) Technical, and
- iii) Financial Bid (only of qualified bidders based on technical bid)

Chapter - I

NOTICE INVITING E-TENDER

CHAPTER - I

NOTICE INVITING TENDER (NIT)

1	E-Tender No.	TDL_EN_TM_56930
2	Name of Work	Operation & Maintenance of DFCCIL's One MPT 56930 Machine including supply of spares and other items for 12 years within DFCCIL Network
3	Advertised Tender Value	₹ 37,31,51,336.00 (including 18 % GST)
4	Completion Period	144 months (12 Years)
5	Type of BID	Open E-Tender Single Stage Two Packet System
6	Tender Document Cost	11800/-including GST.
7	Earnest Money/Bid Security	5000000/-
8	Date and Time of Issue of Tender on www.ireps.gov.in	Tender Document can be downloaded from 18.06.2025 (17.00 Hrs.) from www.ireps.gov.in
9	Last Date and Time of submission of Tender (Online)	17.07.2025 at 15.00 hrs. on www.ireps.gov.in
10	Date and Time of Opening of Technical Bid	17.07.2025 at 15.30 hrs. on www.ireps.gov.in
11	Date and Time of opening of Financial Bid (Online)	To be communicated later on to only those bidders who are technically qualified
11	Validity of offer	120 Days from the date of opening of tender.
12	Security Deposit	Nil
13	Pre-Bid meeting & Venue	25.06.2025 at 15.00 hrs , Venue Office Of Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204
14	Performance Bank Guarantee	Performance Guarantee (PG) have to be submitted within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA), amounting to 10% of the Contract Value.
15	Help Desk for E-Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature, contact at Help desk of www.ireps.gov.in and phone No.- 011-23761525
16	Availability of Tender Documents	Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in . DFCCIL may issue Addendum (s)/Corrigendum (s) to the Tender document, if any, placed on the website www.ireps.gov.in only.
17	Address of communication	Office Of Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204

Note:

1. Tender documents should be downloaded from the website address <https://www.ireps.gov.in>. "Payment of Tender Document fee in respect of e-tendering, should be accepted through payment gateway only. However, the Bid Security/EMD Payment in respect of e-tendering, should be accepted through payment gateway or through BG. Any tender received without BID SECURITY or cost of tender documents in the form as specified in the tender documents shall not be considered and shall be

Signature of tenderer (s)

With seal

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summarily rejected."

2. Eligibility shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as specified in clause No. 1.3.13 (i) A & B and Clause 1.3.13 (ii) of Preamble & General Instruction to tenders (Chapter- III).
3. The Offer shall be valid for 120 days from the date of opening of the tender and extended further if required from time to time. The Bidders cannot withdraw their offer within the period of validity/extended validity. The BID SECURITY of such tenderers shall be forfeited.
4. Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E Tendering website www.ireps.gov.in. Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tender's failure to submit his offer, will not be accepted.
5. The tender documents shall be submitted online mode only through website www.ireps.gov.in in Single Stage Two e-Packets only (**Technical Bid** and **Financial Bid**).
6. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in Technical Bid.
7. Summary of Prices (Form - 3) with % age above or below or at par on each item of schedule "A", "C", "D" and "E", "at par" on amount of schedule "B" (*the rate for the schedule "B" items will be paid as per the latest awarded rate list/LOA's of Northern Railway. In case any item is not reflected in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway. The payment will be made as per the rate list of brand which actually has been used in Machine*) duly filled in along with Schedule of Prices (Form – 4) are to be submitted in Financial Bid on online mode only.
8. No tender document will be available offline. Downloading tender documents online and submission of tender online is mandatory for this tender.
9. Any further addendum/Corrigendum for this tender will be posted in tendering portal website <https://www.ireps.gov.in> only. Interested bidders are advised to check website regularly for any Addendum/ Corrigendum.
10. DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.
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.
12. Information as required as per various Forms to tender documents should be submitted by the tenderers without fail strictly as per formats.
13. **LANGUAGE OF BID:** The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

Signature of tenderer (s)

With seal

Procedure for e-tendering

- 1.1 Accessing/ purchasing of Tender Documents.
- 1.2 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) from any of the licensed certifying Contractor (Bidders can see the list of licensed certifying agencies from the link www.cca.gov.in) to participate in e-tendering.
- 1.3 To participate in the Bidding, it is mandatory for the Bidders to register with IREPS portal to have user ID & password. IREPS portal is the only website for submission of Bid. A vender manual containing the detailed guidelines for e-tendering is available on IREPS portal. The following may kindly be noted:
 - (a) Registration with IREPS portal should be valid at least up to the date of submission of bid.
 - (b) Bids can be submitted only during the validity of registration.
2. It is also mandatory for the Bidders to get their firms registered with e-tendering portal. If the firm / Joint Venture is already registered with e-tendering service provider, and validity of registration is not expired, then the firm/Joint Venture is not required to have a fresh registration.
3. The complete Bidding Documents can be viewed / downloaded by the Bidder from IREPS portal as per the time and date mentioned on the IREPS portal.
4. Tenders shall be opened at the address given below as mentioned in NIT item No. 17 in the presence of the tenderers or their authorized representatives intending to attend the opening.
5. Tender shall be submitted as per "Preamble & General Instruction to Tenderers" forming as part of the complete tender documents.
6. Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from the website <http://www.ireps.gov.in> by them.
7. Tenderers must read all instructions regarding e-tendering process as mentioned in PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS, Chapter III.

**Chief General Manager/Tundla
For & on behalf of DFCCIL**

Chapter- II

SCHEDULE OF REQUIREMENTS**1.0 Description of Work:**

SN	Description	Estimated Cost of Work (in Rs)	BID SECURITY (in Rs)	Completion period (in years)
1	Operation & Maintenance of DFCCIL's One MPT 56930 Machine including supply of spares and other items for 12 years with in DFCCIL Network.	Rs 37,31,51,336.00 (Including GST@18%)	Rs.50,00,000/-	12 years (144 months)

2.0 Detailed breakup of quantity are as follows: -

SOR Item No	Description of Item	Unit	Qty
Schedule A (For Manpower for Operation and Maintenance of MPT 56930)			
1	Operation and Maintenance of DFCCIL owned MPT 56930 Machine. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters need to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown.	Months	132
Schedule B (For Supply of Spare parts of MPT 56930 excluding various consumables)			
1	Lump Sum Cost of all required spare parts of Machines (excluding all type of consumables) during full contract duration, required for MPT 56930 Machine . The rate for the schedule "B" items will be paid as per the latest awarded rate list/LOA's of Northern Railway for spare parts/consumables of Machines. In case any item is not reflected in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway. The payment will be made as per the rate list of brands which actually has been used in Machine) Note:	Rs. 5,67,67,795.00 (Lumpsum)	

Signature of tenderer (s)

With seal

	<p>1. Only OEM recommended spare parts/consumables are to be used. Spare parts/Consumables of other than OEM make can only be used if it is permitted as per provision of Chapter VI of this RFP.</p> <p>2. Any replacement/ repair to electronic circuitry of Machine and Datamatic of Machine has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily arranging the OEM recommended part is the responsibility of the O & M Contractor. However, in case of non-supply of any part by OEM to O & M Contractor, DFCCIL will procure and install/fix on Machine. The time lost in arranging the same by DFCCIL shall be considered as non-availability of Machine for working on O & M Contractor account and reduction in monthly payment will be done as laid down in Chapter – V of this RFP.</p> <p>3. In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 15% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as non-availability of Machine for working as per clause 1.12 of Chapter V of this RFP.</p>	
Schedule C (POH of Machine)		
1	Manpower - Lump Sum manpower cost required for Periodic Overhaul of MPT 56930 including all T & P and equipments required for executing POH successfully. In this rate cost of tamping unit overhauling is also included. Note- During operation of this item, item No.1 of Schedule A items will not be operated	Nos 1
Schedule D (IOH of Machine))		
1	Manpower - Lump Sum manpower cost required for Intermediate Overhaul of MPT 56930 including all T & P and equipments required for executing IOH successfully. Note- During operation of this item, item No.1 of Schedule A items will not be operated	Nos 5
Schedule E ((OH of Tamping units)		
1	Manpower - Lumpsum manpower and other associated logistic cost required for overhauling of Entire Tamping unit of MPT 56930 machine. The cost of tools and plant required for doing overhauling and cost of transportation of tamping bank from DFCCIL premises to Contractor's workshop and back (if needed) Note- During operation of this item, item No.1 of Schedule A items will not be operated.	Nos 6

Note:

- (i) All costs of all the above items are to be quoted in INR currency only. For tender evaluation purposes, the total cost of all above items will be considered.
- (ii) Purchase preference under the policy of Government of India- Public Procurement Order 2017 dated 16.09.2020 (Copy attached as **Form-18** (MII) with latest amendments shall be applicable to this tender.

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- (iii) Qty given against all schedules may vary up to 25% at same terms and conditions of tender/contract.
- (iv) If due to any reason any machine is not to be operated for 15 or more days in continuation, then only 30% payment of item as per Schedule A shall be made and O & M Contractor will be free to demobilize up to 70% Staff deployed for O & M of Machine

3. Penalties and counter Penalties as per Chapter: For effective execution and monitoring of work, penalties on O & M contractor have been prescribed vide relevant clauses of SCC, (Chapter V) of tender document with a condition that only heavier penalty among item No. 1.10.8 and 1.11 of SCC will be imposed. The same are summarized as under:

Clause No of SCC	Nature of Default	Rate of Penalty
1.10.8	Penalty on contractor due to deployment of Railway loco/haulage arrangement for hauling the defective track machine of O & M contractor for clearing the block section.	Rs. 2 lakh + Penalty for block bursting. For every year on the anniversary of LOA the above penalty rates shall be increased by 3% compound.
1.10.8	Penalty on contractor due to deployment of Railway Crane/ART/MFD for re-railing the derailed track machine of O & M contractor.	Penalty Rs. 4,00,000/- per case for crane and Rs. 1,00,000/- for MFD van will be charged to the contractor and will be adjusted from his running bills. For every year on the anniversary of LOA the above penalty rates shall be increased by 3% compound.
1.11	Penalty on contractor for Block bursting	Block bursting period may be grouped on basis of block bursting and following penalty to be levied on O & M contractor for each instance of applicable group of block bursting: - 00-15 minute: NIL, 15-30 minute: Rs. 10,000/- 30-60 minute: Rs. 20,000/-, > 60 minutes: Rs. 50,000/- per hour or part of hour The above rates are as on tender opening date. For every year on the anniversary of LOA the above penalty rates shall be increased by 3% compounded.
1.13	Penalty on contractor for non-availability of Machine	If more than 30 working days in a 6 months are lost on account of contractor, the payment of LS Item of schedule A of SOR will be reduced proportionally. For example, if a machine is available for only 130 days, the reduced payment will be = (130/150) X the monthly payment shown in items of schedule A of SOR.
1.14.3	Penalty on contractor due to non-availability of O & M contractor Engineer for	Rs. 2,00,000/- per month (for part of month- on pro rata basis), duly updated for PVC applicable for items of schedule

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Clause No of SCC	Nature of Default	Rate of Penalty
	supervision of work	A of SOR.
1.14.12	Penalty for not providing Operator, Technician, Helpers as per conditions of contract	Operator: Rs.5000/- per day Technician: Rs. 3000/- per day, Helper: Rs. 2000/- per day duly updated for PVC applicable for items of schedule of A of SOR.
1.22.3	In case of termination of the Contractor Account/short closure in case of persistent Force-Majeure conditions, the O & M Contractor will remove all his establishment, materials, offices and Machines from DFCCIL premises, within 30 days.	Penalty @ Rs.10,000.00/per day/ location will be levied.

4.0 Order of preference (higher to lower) for interpretation of different clauses in the tender/contract document is as under: -

- (a) Contract Agreement
- (b) Letter of Award
- (c) Schedule of Items, Rates & Quantities
- (d) Special Conditions of Contract
- (e) Technical specifications of DFCCIL MPT 56930 Machine
- (f) General Conditions of Contract
- (g) Schedule of Dimension of DFCCIL
- (h) G & S R of DFCCIL
- (i) OEM MPT 56930 Machine Operation manual,
- (j) OEM MPT 56930 Machine Maintenance Manual and other Manuals
- (k) DFC Railroad Manual
- (l) Indian Railway Track Machine Manual

In case of any conflicting provisions in different part of the tender document, provisions given in the portion of document having higher order of preference shall prevail over the provisions given in the portion of document having lower order of preference.

5.0 MANDATORY REQUIREMENTS OF ELECTRONIC TENDERS:

The bidder is required to fill-in and upload the following proforma giving an undertaking for submission of required information/details at the time of on-line submission of their e-bid.

SN	Requirement	Remarks
1	Have you submitted a Bid Security as per Clause 1.3.8 of ITT ? (If yes please fill-up the Bid Security No. and other details).	Bid Security BG No. Date..... Amount Rs....., Name of Bank issuing Bid Security.....

Signature of tenderer (s)

With seal

6.0 SPECIAL NOTES:

- 6.1 The e-bids are required to be submitted at www.ireps.gov.in before the time and date specified for the same.
- 6.2 BID SECURITY payment may be done through online mode on IREPS. Option for submission of BID SECURITY through manual mode is also available to all the bidders, in addition to online payment mode. Manual Payment of BID SECURITY in following form is acceptable:
- a) Bank Guarantee by bidder in prescribed proforma as per **Form - 5**. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids) and a soft copy of BG be submitted along with the offer.
- 6.3 The bidders should upload clause wise compliance of GCC (Chapter- IV) and SCC (Chapter -V) on the web site with their e-bid. If there are any deviations to the GCC, SCC. A Deviation Statements indicating clauses / sub-clauses, deviation proposed and justification thereof should be enclosed for each in the prescribed format given as **Form - 20**. In case of 'Nil' deviations the same should be specified.
- 6.4 In case the date of e-bid opening falls on a gazetted holiday or is subsequently declared as such, the e-bids will be opened on the next working date at the appointed time.
- 6.5 Bidders are requested to visit site www.ireps.gov.in and go through the e-tender documents carefully.
- 6.6 **E-Bids are liable to be rejected if:**
- a) Not accompanied with specified 'BID SECURITY' in the name of Bidder.
 - b) Any fax/swift message/communication from the bank for establishing/ issuing the Bid Security later on will not be entertained.
 - c) Received after stipulated time & date of opening.
 - d) Not open for acceptance for a minimum period of 120 days from the due date of opening of bid and Bid Security is not valid for 210 days.
 - e) Are non-responsive as per clause 1.3.24(d) of ITT of tender document.

- 7.0 **Execution Co-relation and intent of contract Documents:** The contract documents shall be signed in triplicate by the DFCCIL and Selected Bidder within 75 days of issue of LOA, otherwise full Bid Security will be forfeited, and bidder will be debarred to participate in re-tendering of this work. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of work.

PREAMBLE

&

GENERAL INSTRUCTION TO TENDERERS

Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

Dedicated Freight Corridor Corporation of India Ltd. (**DFCCIL**), a public sector under taking under Ministry of Railways (MOR), has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole shareholder of the DFCCIL for construction and operation of Dedicated Freight Corridor (DFC). The coverage of Eastern Corridor is from Ludhiana to Sonnagar and Western Corridor is from Jawaharlal Nehru Port, Mumbai to Dadri near Delhi with linkage at New Dadri.

(ii) Name of Work

Operation & Maintenance of DFCCIL's One MPT 56930 Machine including supply of spares and other items for 12 years within DFCCIL Network.

(iii) Scope of Work

The scope of work covers Operation & Maintenance of One MPT 56930 Machine for 12 years including supply of Machine spare parts and consumables required for Operation and maintenance of MPT 56930. The scope also included the following items:

- a) The 1st Round of POH of MPT 56930 machine
- b) All IOH schedule of MPT 56930 Machine, and
- c) All Tamping Unit overhauling schedule of MPT 56930 machine

Cost of the work: The estimated cost of the tendered work is approximately ₹.37,31,51,336.00 (inclusive 18% GST)

The tender shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC) and Methodology for Procurement of Various Machine Spare Parts by O & M Contractor. Wherever there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, the Engineer's decision in this connection shall be final and binding.

(vii) Location

O & M Works are to be executed anywhere in the jurisdiction of DFCCIL and the O & M contractor shall be bound to execute the work without any extra cost. In exceptional circumstances Machines may be asked to Operate on Indian Railway network also without any extra cost.

1.3.2(a) Tender Bid

The Tender Bid shall be submitted online in Single Stage Two Packet system only on website www.ireps.gov.in as under:

Packet 1 (Technical Bid) - Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i), here in after called "**TECHNICAL BID**".

Packet 2 (Financial Bid) - Price elements of the Tender Bid as per para 1.3.2 (b) (ii), herein after called "**FINANCIAL BID**". Financial Bid of only those bidders who qualifies the technical bid will be opened.

The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2(b) Form of Tender

The Tender documents shall be in two packets: **Packet 1 (Technical Bid)** shall contain all tender papers as per this tender including all details of credentials as per the requirement of eligibility criteria excluding **Form – 3**. **Packet 2 (Financial Bid)** shall contain Summary of prices as per **Form – 3** (online quote).

Any tender received later than the time and date of submission of tenders shall be rejected. Tenders not submitted in the proper Forms are liable to be rejected.

(i) Documents to be enclosed with the Technical BID -

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance With para 1.3.13 (i) and (ii) of Preamble and General Instructions to Tenderers.	Form No. 2A, 2B & 2C
(3)	Certificates for authenticity of documents	Form -17 & Form -17A (if applicable)
(4)	Earnest money/Security Deposit in accordance with Para 1.3.8 and Cost of Tender Document in case of downloaded tenders in accordance with Para 1.3.4.3 of Preamble and General Instructions to Tenderers in an envelope.	
(5)	Written confirmation authorizing the signatory (in Form -9/13) of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Preamble and General Instructions to Tenderers.	
(6)	Form -10, 12 and 14 , if applicable	
(7)	Minimum Local content Certificate as per Form-18(MII)	
(8)	All items of Responsiveness as per Form-19	
(9)	Deviation Statement in Form - 20 format	

(ii) Documents to be enclosed with the Financial BID -

S. No	Description	Documents
(1)	Summary of Prices, Schedule of Prices & Total Prices	Form – 3 (online quote) on www.ireps.gov.in)

1.3.3 Tender Document

This tender document consists of the following chapters in addition of Instructions to bidders for Online bidding:

CHAPTERS	DESCRIPTION
General	Instructions to bidders for Online bidding
Chapter I	Notice Inviting E-Tender (NIT)
Chapter II	Schedule of Requirements (SOR)
Chapter III	Preamble and General Instructions to Tenderers (ITT)
Chapter IV	General Conditions of Contract
Chapter V	Special Conditions of Contract
Chapter VI	Methodology for Procurement of Various Machine Spare Parts by O & M Contractor
Chapter VII	From 1 to 30 and Annexure I to VI
	Annexure – SP I, SP II, SP III (A) and SP III (B)

1.3.4 Sale and Submission of Tender Document

1341 Tender document can be viewed from DFCCIL's website www.dfccil.com, www.ireps.gov.in. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and www.ireps.gov.in only. For submitting the tender, the Tender documents and amendment(s) can be downloaded from the www.ireps.gov.in by the registered tenderers only.

1342 Clause applicable for tender documents downloaded from Internet

Tenderer/s is free to download tender documents at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. After award of the work, an agreement will be prepared based on the tender document uploaded by DFCCIL on IREPS website and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet by Bidder and the tender document uploaded by DFCCIL on IREPS website master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1343 Cost of Tender documents downloaded from the internet

For submitting the tender, the Tender documents, and Amendment(s), if any, is/are available on www.ireps.gov.in and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document is indicated in NIT. The cost of the tender document shall be deposited through e-payment mode at www.ireps.gov.in only. In case, the cost of the tender document as detailed above is not deposited, tender will be summarily rejected.

1344 Complete tender documents must be submitted online duly completed in all respect upto the scheduled date and time mentioned in the Notice Inviting E-Tender. In case the intended date for opening of tenders is declared holiday, the tenders will be opened on

the next working day at the same time. Any modified date and time for online submission of tenders shall be uploaded on website www.ireps.gov.in.

1345 Each page of the tender papers is to be digitally signed by the tenderers or such person/s on his/their behalf that is/are legally authorized to sign for him / them. The complete signed tender document must be uploaded along with Bid submission on IREPS

1346 Care in Submission of Tenders –

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are considered and that the quoted rates by tenderer in tender forms are adequate and all- inclusive in item of Taxes, Duties & Levies etc. in terms of General/Special Conditions of Contract for the completion of works to the entire satisfaction of the DFCCIL.

(ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for the deposition of applicable GST to the authority concerned.

1.3.4.6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Form-17. In addition to Form-17, in case of other than Company/Proprietary firm, Form-17A shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of the above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

1347 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

1348 All communication between the DFCCIL and the tenderer shall be in writing. For the purpose of seeking clarification, the DFCCIL's address is:

Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204

1349 Conditional tenders are liable to be rejected straightway. DFCCIL reserves the right to reject such tenders summarily without assigning any reasons whatsoever. In case

tenderers still decide to have conditional offer, all such conditions are required to be listed separately and shall be supplemented by the details of exact financial implications, if applicable. DFCCIL will not take cognizance of any other conditions / variations from the tender stipulations mentioned at any other place in the tender documents.

1.3.4.10 The bidder shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company/ JV. On violation of this condition all tenders in which violator bidder have participated will be disqualified and BID SECURITY of all such tenderers shall stand forfeited.

1.3.4.11 Withdrawal of Tender: No tender can be withdrawn after scheduled date and time of submission and during tender validity period.

1.3.5 Opening of Tender:

- (a) Tender will be opened at the scheduled date and time mentioned in the Notice Inviting E-Tender.
- (b) After the opening of tender documents of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the DFCCIL, the tenderers shall be asked to furnish clarifications and the DFCCIL may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose Bid are considered complete and meet eligibility criteria shall be short listed.
- (c) The earnest money of non-qualifying tenderers will be returned within a reasonable period.

1.3.6 Constitution of the Firm:

1.3.6.1 The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company/ Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

(a) Sole Proprietorship Firm:

- (i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting

on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

- (ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was/is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(c) Partnership Firm:

The tenderer shall submit documents as mentioned in clause 1.3.32 of the Preamble & general instructions to Tenderers.

(d) Joint Venture (JV):

The tenderer shall submit documents as mentioned in Clause 1.3.31 of the Preamble & general instructions to Tenderers.

(e) Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation.
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(f) LLP (Limited Liability Partnership):

If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:-

- (i) A copy of LLP Agreement.
- (ii) A copy of Certificate of Incorporation.
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of

Contract.

- (g) **Registered Society & Registered Trust:** The tenderer shall submit:
- (i) A copy of the Certificate of Registration.
 - (ii) A copy of Deed of Formation.
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (h) If it is not mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (i) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in DFCCIL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (j) The DFCCIL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. DFCCIL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Bidders.
- (k) The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF/LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney (as per format given in RFP) duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, and further to deal with the Tender/Contract upto stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed/Memorandum of Understanding/ Article of Association/Board resolution, failing which tender shall be summarily rejected receive money, co- ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

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

If it is NOT mentioned in the tender submission that it is being submitted on behalf of /by a Sole Proprietorship Firm / Partnership Firm /Registered company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

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

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

1.3.7 Validity of Tender:

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

1.3.8 Bid Security:

- (a) The tender must be accompanied by Bid Security in favour of 'Dedicated Freight Corridor Corporation of India Limited, deposited in any of the forms as mentioned in Sub- Para1.3.8 (c) below, failing which the tender will not be considered. Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of the Bid Security. Labour Cooperative Societies shall submit only 50% of the Bid Security.
- (b) The Bid Security department shall remain deposited with DFCCIL for the period of validity of the offer prescribed in this tender i.e.120 days from the date of opening of tender. In case of BID SECURITY being submitted in form of Bank Guarantees, the Bank Guarantee shall remain valid for 90 days beyond the validity of the bid. If the validity of the offer is extended, the validity of Bid Security should also be extended, which the offer after the expiry of the aforesaid period may not be considered by DFCCIL. The proof of submission of BID SECURITY should be uploaded along with the Technical Bid.
- (c) The Bid Security should be in any of the following forms:
 - (i) The Bid Security shall be deposited either in cash through e-payment gateway on <https://www.ireps.gov.in>.

Or,

- (ii) Bank Guarantee on format from Nationalized/Indian Scheduled

Commercial Bank. Bank guarantees shall remain valid for 90 days beyond the validity of the bid. Sample format for Bank Guarantee for BID SECURITY is enclosed as **Form – 5**.

In the event of the submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal(<https://www.ireps.gov.in>) while applying to the tender.
 - ii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (<https://www.ireps.gov.in>) shall lead to summary rejection of bid.
 - iii) The Bid Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (d) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the DFCCIL. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the DFCCIL.
- (e) The original instruments of Bid Security (Bank Guarantee-in original) have to be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids)
- (f) The Bid Security of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession or be liable to pay interest thereon. No interest shall be paid by DFCCIL on Bid Security amount.

1.3.9 Execution of Contract Agreement: -

The successful tenderer, whose tender has been accepted by the competent authority of DFCCIL, will be informed by the DFCCIL through a Letter of Acceptance (LoA). Letter of Acceptance after it is signed by the Bidder in token of his acceptance shall constitute a legal and binding contract between DFCCIL and the Bidder till such time the contract agreement is signed.

The Tenderer whose tender is accepted shall be required to appear in person at the office of Office of Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204 or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 75 days after notice that the contract has been awarded to him. Failure to do so shall

constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to forfeit the full amount of the Earnest Money.

1.3.10 Security Deposit on Acceptance of Tender: As per clause 16 of GCC provisions.

1.3.11 Tenderer's Address

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

1.3.12 Right of DFCCIL to Deal with Tenders

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

1.3.13 (i) Eligibility Criteria

(A) Technical Eligibility Criteria

- a) Bidder must have experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date.
- b) **Eligible projects executed:** Total value of all **Eligible Projects** work done during last 05 years and current year ending last day of month previous to the one in which tender is invited should be minimum **0.5 times of advertised tender value**. The details of this requirement is summarised as under:

Requirement	Compliance Requirement		Documents
	Single Entity	Joint Venture	Submission

Signature of tenderer (s)
With seal

			Requirements
Total value of all Eligible Projects work done during last 05 years and current year ending last day of month previous to the one in which tender is invited should be minimum 50% of Advertised Tender Value.	Must meet requirement	By JVs or collectively* by JV *Note: Credential of only those JV members will be counted whose equity share in JV is of Minimum 25%.	The tenderer shall submit the Eligible Project work done certificates from the client(s) as detailed in Form - 2A . All documents, either original or photocopy should be attested by Notary.

Definition of Eligible Projects:

"Operation and/or Maintenance of On-Track Machines (including supply of spare parts & consumables) in Railway Sector in any country of the world."

Or/and

Work of Mechanized Track Maintenance and/or Laying of New Track and/or Renewal of existing track using Track Machine (s) anywhere in Railway Sector in any country of the world

Note:

1. Eligible Projects Experience Certificates showing the payment received for work year wise duly fulfilling the prescribed eligibility criteria shall be considered while evaluating this bid.
2. Value of Eligible works done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
3. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.
4. Eligible Projects Experience Certificates from Govt. organization /PSUs/Public Limited Company will be accepted. The certificate from Private individual/Private Company for whom such works are executed shall not be accepted.
5. For Technical Eligibility Criterion 1.3.13 (i) A (b), the value of Eligible Project work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
6. Eligible Project work done value certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.
7. In case tenderer submits Eligible Project work done value certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by

Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(B) Financial Eligibility Criteria

Criteria Requirement	Compliance Requirement		Submission Requirements
	Single Entity	Joint Venture	
<p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Form - 2B, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>	Must meet requirement	JVs as whole	The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note: In case the tenderer/s is a partnership firm, the turnover/Eligible Project work done value etc. shall be in the name of partnership firm only.

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender for considerations.
2. Any payment received as PVC for value of Eligible Project work done shall be considered.
3. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A

had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

4. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
5. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
6. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
7. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
8. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
9. In a partnership firm "AB" of A & B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
10. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
11. In case company A is merged with company B, then company B would get the credentials of company A also.

Note:

In case, the tenderer/s failed to submit the above statement along with the offer, their/his offer shall be considered as incomplete and will be rejected summarily.

1.3.13 (ii) Credentials of Tenderer

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

- (a) The Certification of experience of operation of one or more On-Track Machine(s) for Minimum duration of 12 months in India as on tender opening date
- (b) For Technical eligibility criteria, the details will be submitted in **Form - 2A** along with supporting documents.
- (c) For Financial eligibility criteria, the details will be submitted in **Form - 2B** along with supporting documents.

The following will be applicable for evaluating the eligibility, the tenderer shall be considered disqualified/in-eligible if:

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

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

1. For this tender, it has been decided to adopt the certificate based (Form self- attested is required. Signature, Stamp on Each Page). The tenderer shall submit, along with the tender document, documents in support of his/their claim to fulfill the legibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer shall be self- attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).
2. The tenderers shall submit a certificate stating that they are not liable to be disqualified, and all their statements/documents submitted along with bid are true and factual. The standard format of the certificate to be submitted by the bidder is enclosed as **Form -17**. In addition to **Form -17**, in case of other than Company/Proprietary firm, **Form –17A** shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a certificate (**Form – 17** and **Form 17A**) by the bidder shall result in summarily 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/digitally signed by which they/he are/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. 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.
4. If the Tenderer/s deliberately gives any wrong information about credentials/ documents in his/their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. The BID SECURITY of such tenderers shall also be forfeited.
5. In case of any wrong information submitted by tenderer, the contract shall be terminated, BID SECURITY and Performance (PG) of contract forfeited and the agency barred for doing business on entire DFCCIL 2 (two) years.
6. In case any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the DFCCIL shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and the agency shall be banned for doing business for a period of upto 2 (two) years.

1.3.14 Period of Completion

The entire O & M work is required to be completed in all respects 12 years (144 months) from the date of issue of the acceptance letter.

1.3.15 Pre-Bid Meeting

A pre-bid meeting has been planned. It will be in physical and/or virtual mode. Link for the virtual meeting will be shared on the website www.dfccil.com or www.ireps.gov.in. Details of the Pre-Bid meeting has been provided in the NIT and General Information / Data Sheet. Tenderer should give their queries in writing at least 3 days prior to Pre-bid meeting. All interested firms / contractors may attend the Pre-bid conference. DFCCIL response to queries will be posted on the DFCCIL's website www.dfccil.com and www.ireps.gov.in. Non-attendance at the pre-bid conference will not be a cause for disqualification of the bidder. All communication between the DFCCIL and the tenderer shall be in writing. For the purposes of seeking clarification, the DFCCIL's address is:

**Chief General Manager, New Tundla Station/EDFC,
Village- Bhakti Ghari, Tehsil Tundla,
District- Firozabad, (U.P.)-283204**

1.3.16 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in **Form – 4** of the

tender documents and also detailed in Schedule of Requirement (**Chapter II**) of this tender document.

1.3.17 DFCCIL is not bound to accept any tender

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

1.3.18 Schedule of Prices

The **Form -4** of BID Documents List out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.19 Performance Guarantee: Performance Guarantee shall be 10% of contract value. For Details refer to the relevant clause of GCC. The Format of B.G is attached as **Form -7**.

1.3.20 The tenderer shall furnish information for making payment through ECS/ NEFT / RTGS in **Form – 8**. of RFP.

1.3.21 Negotiation:

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

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

1.3.22 Site Inspection:

Tenderers are requested to inspect the Machine(s) which is/are offered for O & M and carry out careful examination of the same to satisfy them to the nature of work involved and facilities available at the DFCCIL sites. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different equipment and the machinery that they intend to use for the execution of the work. The tenderers should also select suitable sites for the purpose of locating their store yard, laboratory, staff quarters etc.

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

1.3.24 Preliminary examination of bids

- (a) The DFCCIL shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- (b) Arithmetical errors shall be rectified on the following basis if found. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, **the unit or subtotal**

price shall prevail, and the total price shall be corrected.

- (c) The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, **the rate quoted in 'words' shall be taken as correct**. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- (d) Prior to the detailed evaluation, DFCCIL shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
 - 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 DFCCIL's 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.
 - iv. If a bid is not substantially responsive, it shall be rejected by the DFCCIL.
 - v. In case of tenders containing any conditions or deviations or reservations about contents of tender document.
 - vi. All documents as mentioned in **Form – 19** not submitted.

1.3.25 Evaluation and comparison of tenders

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

Technical Bid

The Bidder who qualifies Technical and Financial Eligibility Criteria as detailed in 1.3.13 (i) A and 1.3.13 (i) B and also satisfies all laid down provisions of this tender shall be selected for opening of Financial Bid.

Financial Bid

The Bidder who has quoted lowest Bid value among the selected bidders on the basis of Technical Bid selection shall be selected for award of this work.

1.3.26 Canvassing

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

1.3.27 Award of Contract

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

1.3.28 Understanding and Amendments of Tender Documents:

1. The bidder must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It should also carefully read and understand all its obligations & liabilities given in tender documents.
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 should obtain at his own cost all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expense. 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 executing the work.
3. At any time prior to the deadline for submission of bids, DFCCIL may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Amendment, which shall be part of the Tender documents.
4. DFCCIL may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

1.3.29 Provision for Micro & Small enterprises (MSE):

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

1. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money and Tender Document Cost. They have to submit Bid Security Exemption Declaration Form in **Form -6**
2. MSEs who are interested in availing themselves of these benefits will enclose with their offer, proof of their being MSE registered duly indicating the terminal validity date of their registration. Failing this, offers will not be liable for consideration of benefits detailed in MSE latest notification of Government of India .
3. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
4. The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for

the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of "Entrepreneur's Memorandum (Part-II)" of the concerned district centre where the unit is established.

5. Registration of Udyog Aadhar Memorandum (UAM): All Micro and Small Enterprises (MSEs) bidders are required to declare UAM Number on CPPP /www. ireps.gov.in failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP /www. ireps.gov.in

1.3.30 Employment/Partnership etc. of Retired Railway/DFCCIL Employees:

(a) Should a tenderer

- (i) be a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- (ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, OR
- (iii) being an incorporated company have any such retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement as one of its directors, AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender, Then the tenderer will give full information as to the date of retirement of such Engineer or Gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired Gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired Gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) No retired DFCCIL employee who retired from DFCCIL minimum 1 year before tender opening date shall be on roll of Contractor on bid opening date.
- (d) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in Gazetted capacity in the Engineering or any other department of the DFCCIL, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: If information as required above has not been furnished, the contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

1.3.31 Participation of Joint Venture (JV) in Works

- 1.3.31.1 Separate identity/name shall be given to the Joint Venture.
- 1.3.31.2 The number of members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share in the JV. The authorization of lead partner should be submitted in **Form-14**. The other members shall have a share of not less than 20% each. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 1.3.31.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender. The tender form shall be purchased and submitted only in the name of JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney (as per **Form -13**) to submit tender. BID SECURITY shall be deposited by JV or authorized person of JV through e- payment gateway or as mentioned in tender document.
- 1.3.31.4 A copy of Memorandum of Understanding (MoU) in **Form -10**, duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 1.3.31.5 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 BID SECURITY shall be liable to be forfeited.
- 1.3.31.6 Approval of the change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 1.3.31.7 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc. and 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.
- 1.3.31.8 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV 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 and no splitting of guarantees amongst the members of the JV shall be permitted.
- 1.3.31.9 On issue of Letter of Acceptance (LOA), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement (various items to be covered in JV agreement are as per **Form-11** submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of

LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity, including its PAN, shall be furnished to the DFCCILs before signing the contract agreement for the work.

In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

- 1.3.31.10 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCILs during execution of the contract or due to non-execution of the contract or part thereof.
- 1.3.31.11 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 1.3.31.12 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 1.3.31.13 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture 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/correspondence with respect to the contract would be sent only to this authorized member of the JV.
- 1.3.31.14 No member of the Joint Venture shall have the right to assign or transfer interest or liability in the contract without the written consent of the other members and that of the DFCCIL in respect of the said tender/contract.
- 1.3.31.15 Documents to be enclosed by JV along with the tender:
- 1.3.31.16 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - (i) A notarized copy of the Partnership Deed,
 - (ii) A copy of consent letter (in **Form -12**) of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper.
 - (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- 1.3.31.17 In case one or more members is/are HUF, the following documents shall be enclosed:

A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 1.3.31.18 In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - (i) A copy of the resolutions of the Directors of the Company, permitting the company to

enter into a JV agreement.

- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of association) of the company.
 - (iii) A copy of the Certificate of Incorporation.
 - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV agreement on behalf of the company and create liability against the company.
- 1.3.31.19 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- 1.3.31.20 All other documents in terms of explanatory notes in clause 1.3.13 Preamble & General Instruction to tenderer.
- 1.3.31.21 Credentials & Qualifying Criteria: Technical and financial eligibility of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:
- 1.3.31.22 **Technical Eligibility Criteria:**

The technical eligibility for the work as per para 1.3.13.(i). A Preamble & General Instruction to tenderer above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 25 % share'. Each other member of JV shall have Eligible Project work done credential of minimum 5 % of the cost of work i.e. each JV member must have satisfactorily executed during the last 05 (five) years, and the current year ending last day of month previous to the one in which tender is invited.

Note:

Value of a Eligible Project work done credential by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

1.3.31.23 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.13.(i). B Preamble & General Instruction to tenderer. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13.(i). B Preamble & General Instruction to tenderer.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

1.3.32 Participation of Partnership Firms in tenders:

- 1.3.32.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

- 1.3.32.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- 1.3.32.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 1.3.32.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as he currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from DFCCIL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCILs and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full BID SECURITY shall be forfeited.
- If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and BID SECURITY of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform DFCCIL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract and will be liable for determination of the contract under Clause 62 of General Conditions of Contract.
- 1.3.32.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 1.3.32.6 The tender form shall be submitted only in the name of partnership firm. The BID SECURITY shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The BID SECURITY submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 1.3.32.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- 1.3.32.8 On issue of the Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among

the partners shall be acceptable.

1.3.32.9 On issue of the Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

1.3.32.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

- a) Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued shall be jointly and severally liable to DFCCIL for execution of the contract in accordance with the General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without the permission of DFCCIL shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.
- c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of DFCCIL.

1.3.32.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of partnership deed.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iv) All other documents in terms of explanatory notes in clause 1.3.13 Preamble & General Instruction to tenderer.

1.3.32.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 1.3.13 Preamble & General Instruction to tenderer.

1.3.33 Various provision of GoI policy of Public Procurement (Preference to Make in India), Order No.45021/2/2017-PP(BE-II) dated 16.09.2020 (copy enclosed as **Form-18 (MII)**) shall be applicable for this tender.

- 1.3.34 If any Bidder or its Member is from such countries sharing a land border with India, then that bidder will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), India. For interpretation of this clause Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD letter dated 23/07/2020 shall be referred.
- 1.3.35 **Integrity Pact:** The integrity pact duly executed and signed by the Bidder, or his Authorized Representative shall be submitted at the time of Bidding. The Performa for Integrity Pact is placed as **Form – 15 (IP)**. The details of present DFCCIL's IEMs are as under:
- i) **Shri. Hare Krushna Dash, IAS (Retd.),**
Address: H.No.829, Sector-8, Gandhinagar-382007 (Gujrat),
Mobile No.9825048286, (email: hkdash184@hotmail.com)
 - ii) **Shri Muvvala Kondala, IFoS (Retd.)**
Address: M.K.Rao, 201, Kalakunj-B, Cooperative Society, Lane-6,
Dahanukar Colony, Kothrud, Pune-411038 (Maharashtra),
Mobile No.9422161512, (email: mkraomuvvala@gmail.com)

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) **"DFCCIL"** shall mean the Managing Director/Dedicated Freight Corridor Corporation of India Limited or the Administrative Officers of the DFCCIL or of the Successor authorized to deal with any matter which these presents are concerned on his behalf.
 - (b) **"Managing Director/ Director of DFCCIL"** shall mean the officer - in-charge of the General Superintendence and Control of the DFCCIL and shall mean and include their successors, of the successor DFCCIL and shall also include.
 - (c) **"Chief General Manager/ General Manager"** shall mean the officer-in-charge of the Engineering Department of DFCCIL and shall also include GGM of DFCCIL.
 - (d) **"Executive Director"** shall mean the Officer in-charge of a DFCCIL corridor and shall also mean any officer nominated by "DFCCIL" and shall mean and include their successors of the successor DFCCIL.
 - (e) **"Engineer"** and **Employer's Engineer** shall mean the General Manager (Civil)/Dy. Chief Project Manager/Project (Civil) of DFCCIL/PMC appointed by DFCCIL.
 - (f) **"Engineer's Representative"** shall mean the DPM/APM/JPM/Sr.Executive/ Executive (Civil) of DFCCIL in direct charge of the work and shall mean and include the Engineer's Representative of the PMC appointed by DFCCIL.
 - (g) **"Contractor/O & M 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 O & M of track machines involved in the contract, duly approved by Engineer.
 - (i) **"Contract/ O & M Contract"** shall mean and include the Agreement, the accepted schedule of rates for items of O & M work quantified, General Conditions of Contract, Special Conditions of Contracts, Methodology to be followed for Procurement of Various Machine Spare Parts by O & M Contractor, Drawings, Specifications, and any other tender provisions and all other documents included as part of contract.
 - (j) **"Works"** shall mean the Operation and Maintenance of DFCCIL Track Machines for its intended use/ works to be executed in accordance with the contract.
 - (k) **"Specifications"** shall mean the Specifications for goods, materials and works referred / mentioned in tender documents.
 - (l) **"Temporary Works"** shall mean all temporary works of every kind required for the execution completion and/or maintenance of the Track Machines.
 - (m) **"Site"** shall mean the track machine and DFCCIL track/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 DFCCIL for the purpose of the Contract.

- (n) **"Period of Maintenance"** shall mean the Defect liability period/ warranty for the Machine parts supplied by the contractor.
- (o) **"Bid" or "Tender", "Bidder" or "Tenderer" or "contractor"** wherever appearing in this tender 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 DFCCIL and the Contractor. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labor and materials, equipment 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 DFCCIL unit to another DFCCIL unit 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 DFCCIL unit/Project in the same manner & take effect all respects as if the Contractor and the Successor DFCCIL unit/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor DFCCIL unit/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor DFCCIL unit/Project under the original contract/agreement entered into.
- 2.(3). If for administrative or other reasons the contract is transferred to the Successor DFCCIL unit/Successor Project Authority of DFCCIL the contract shall notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor DFCCIL unit /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor DFCCIL unit/ 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:** This agreement and the relationship between the parties shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgements, decrees or other requirements or official directives and/or of any statutory authority 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 of this.

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 inter-se 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 Contractor:**-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 DFCCIL shall be occupied by the Contractor without the permission of the 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 DFCCIL premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or subletting of contract:** Not applicable for this work.
8. **Assistance by DFCCIL for the Stores to be obtained by the Contractor:** - Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, DFCCIL may agree 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.
9. **Deleted**
10. **Carriage of materials:** - No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the O & M works and the contractor shall pay full freight charges at public tariff rates, therefore.
11. **Deleted**
12. **Representation on O & M works:**-The contractor shall, when he is not personally present on the site of the O & M works place and keep a responsible agent at the O & M 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:** -Not Applicable to this contract.
14. **Excavated material:** - Not Applicable to this contract.

15. **Indemnity by Contractors:** - The contractor shall indemnify and save harmless the 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 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 Security Deposit will be zero.

16.(2) (i) **Refund of Security Deposit:** Not Applicable to this contract

16.(2) (ii) **Forfeiture of Security Deposit:** Not Applicable to this contract.

16.(3) Not Applicable to this contract

16.(4) **Performance Guarantee**

The procedure for obtaining the 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 office concerned of the DFCCIL, submission of PG can be accepted on the next working day. The EMD will be returned after submission of PG.

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 the contract is terminated DFCCIL shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security 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.

As a facilitative measure, the bidder shall be required to submit, in case he chooses to do so, submit Performance Bank Guarantee (PBG) of the amount expressed above, having validity, initially, for a period of three years from the date of LOA. Subsequently, in each case of PBG Validity extension, the contractor, upto 60 days prior to expiry of the preceding aforesaid 03-year validity of the PBG, shall extend the validity of Performance security BG, further for a period of three years. The contractor shall keep on extending the validity of the PBG at each aforesaid three year interval [in all, Contractor shall be required to, seamlessly without any interruption, extend the validity of the PBG at three year interval, three times after initial submission of the PBG, the last extension, being normally for a period of three years plus sixty days] till expiry of 144 month contract Period plus sixty days or sixty days after the conclusion of the contract (as agreed by the parties) whichever is the later

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 10% of the original contract value:
- (i) A deposit of Cash.
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per **Form-7A**.

Note:

The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 Months DOC within 36 months only. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

- (iv) Government Securities including State Loan Bonds at 5% below the market value.
 - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India.
 - (vi) Guarantee Bonds executed, or Deposits Receipts tendered by any Scheduled Commercial Bank of India.
 - (vii) Deposit in the Post Office Saving Bank;
 - (viii) Deposit in the National Savings Certificates.
 - (ix) Twelve years National Defence Certificates.
 - (x) Ten years Defence Deposits.
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of GGM/Finance/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 the contract agreement. 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 is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL 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 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 these conditions.

17 Force Majeure Clause:- If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the

date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice (notice period of 60 days) to the other party.

17-A. **BID in Contracts:** If required extension of time of O & M contract may be given if both parties agree for the same at original terms and condition of contract and at original rates.

17-B. **Deleted.**

17-C. **Bonus for Early Completion of Work:** Not applicable to this contract.

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 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 GGM/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 15 days from the date of issue of Letter of Acceptance (LOA) in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. The DFCCIL and Contractor shall prepare advance 15 days advance program of O & M of Machine duly factoring the traffic block periods and maintenance schedule of machines.

19.(2). **Setting out of works:** The existing sectional features and track alignment data etc of track will be provided by DFCCIL. Track Geometry is to be recorded by O & M Contractor by Machine itself and analyses of recorded data to be done by O & M Contractor and accordingly operation of Machine has to be done. The O & M Contractor has to achieve minimum 90% output wrt to rated progress of Machines. The contractor provides all facilities like labour and instruments and shall co-operate with

the Engineer's representative to check the quality of work done. Such checking should not absolve the contractor of his own responsibility of maintaining accuracy in 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 for obtaining such instructions in each and every case in writing from the Engineer.
- 20.(3). **Extra works:** Any works over and above those included in the contract require to be executed, 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:** DFCCIL have the right to let other contracts in connection with the works. The contractor shall afford other contractors' reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
21. **Instructions 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:** - The whole of the work shall be executed in perfect conformity with the specifications of the contract. If the contractor performs any work in a manner contrary to the specifications 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) **Specifications of the works:** - The contractor shall keep one copy of the Contract Agreement/ 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 specifications:** - All specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of 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 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,

necessary for the proper execution of the works or any part thereof. All such instructions shall be consistent with the contract Documents and reasonably inferable there from.

- 22.(5) **Meaning and intent of specification:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications 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 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 have to arrange lightning arrangement for night working of track machines. If the Engineer decides for night working as per availability of blocks, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
24. **Damage to 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 DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works and this although all reasonable and proper precautions may have been taken by the contractor, and in case the 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 DFCCIL may incur in reference thereto, shall be charged to the contractor. The 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 DFCCIL may provide sheds, stores houses at contractor cost on contractor request 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 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 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 all T & P or any other equipment necessary for the execution of the works.
26. **Provision of efficient and competent Staff at work sites by the Contractor:**
- 26.1. For detail of manpower refer clause 1.15 of SCC of this tender.
- 26.2. The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisors, Operators, Technicians and Helpers/labourers 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.
- 26A **Deployment of Qualified Engineers at Sites by the Contractor:** As per provisions of SCC.
- 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 works 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 works 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 materials & Correction in bad work:** 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 or spare parts which in his opinion are not in accordance with the specifications.
 - (b) The substitution of proper and suitable materials, and
 - (c) the proper re-supply, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the 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/store at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, 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/store and to all places at which materials for the works are stored or being prepared.
29. **Examination of work before covering up:-** Not Applicable to this tender.
30. **Temporary Works:** Not Applicable to this tender.
- 31.(1). Water required for O & M of Machines has to be arranged by Contractor.
- 31.(2). Not Applicable.
- 31.(3). Deleted
- 31.(4). Deleted
- 31.(5). Electric power required for O & M of Machines has to be arranged by Contractor.
32. **Property in materials and plant:** Not Applicable to this tender.
- 33.(1). **Tools, Plant and Materials Supplied by DFCCIL:** Provision of O & M as detailed in SCC of this O & M Contract has to be adhered by O & M Contractor without fail.
- 33.(2). **Hire of DFCCIL's Plant:** Not Applicable to this tender.
- 34.(1). **Precautions during progress of works:** During the execution of works, contractors shall take all precautions to avoid any damage, injury or loss is caused or likely to be caused to any person, property or railway system of DFCCIL.
- 34.(2). **Roads and Water courses:** Not Applicable to this tender.
- 34.(3). **Provision of access to premises:** Not Applicable to this tender.
- 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 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.

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 (GCC, SCC) , Methodology for Procurement of Various Machine Spare Parts by O & M Contractor 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, 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, all watching, lighting, 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, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

38. Deleted

39.(1). Rates for extra items of work:

- (a) the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of O & M Contract work as per sub clause (b).
- (b) For any item of work to be carried out by the Contractor but not included in the accepted SOR the Contractor 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 SOR does not include rate or rates for such 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 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. The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and on basis of Market Analysis.

- 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:** On completion of block for track machine working, the Contractor shall be bound to hand over the track in safe condition for normal speed for running of trains. In case after examining the completed work after Rail Grinding, if Contractor finds that track is not fit for normal sectional speed, then he should suggest the speed restriction to be imposed for passing DFCCIL trains on track in writing to DFCCIL official present during the block. The decision of Engineer for about track fitness after block working shall be final and binding on contractor. In case rail traffic is not allowed at sectional speed due to contractor default, then for that day contractor will not get any payment and it will be considered that machine is not available for working on that day.
- 40.(2). Clearance of site on completion:** On completion of O & M Contract works, the Contractor shall clear away and remove from the site all plant, surplus materials 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 make any alterations 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.

42.(2). 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. 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.

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: - Individual items in contracts (can be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. 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 after finalizing the rates mutually by both parties.

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 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 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 opened 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 Authorized Representative:** Not Applicable to this tender.

46.(1). "On-Account" Payments: - The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's or the Engineer's representative's certificates of measurements shall be subject to any deductions which may be made under the contract provisions.

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). Advances to the Contractor: Not applicable to this contract.

46.(5). Manner of payment: Unless otherwise specified payments to the Contractor will be made by RTGS/NEFT only.

46.A PRICE VARIATION CLAUSE.

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable in this contract. The following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation).

- a) Materials supplied by DFCCIL to the Contractors, either free or at fixed rate.
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39 of these General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

46A.2 Base month: The Base Month for 'Price Variation Clause' shall be taken as the month prior to closing of tender month, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. 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:

- (a) Payment/recovery for net increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37 (subjected to passing on the additional input credit to DFCCIL),

46A.4 Adjustment for variation in prices of fuel, materials and manpower items 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 fuel, materials and manpower items. However, for fixed components, no price variation shall be admissible.

46A.6 Deleted

46A.7 The formula for price variation for various items of O & M work for:

- i) All items of Schedule A, Schedule C, Schedule-D and Schedule - E of **Form -4** the PVC will be calculated with the following Formula:

$$P = Po/100 \{15 + 80 \times (B1/B2) + 5 \times (A1/A2)\}$$

Whereas

P = Escalated/De-escalated Price of item
Po= Original accepted rate of SOR item

B1 = Consumer Price Index Number for Industrial Workers for Delhi (National Capital Region) as per presently Table No. 112/6/2013-CPI for Industrial Workers (Base: 2016=100) published by Government of India, Ministry of Labour & Employment, Labour Bureau for the average price index of the 3 months of the quarter under consideration

B2 = Consumer Price Index Number for Industrial Workers Delhi (National Capital Region) as per presently Table No. 112/6/2013-CPI for Industrial Workers (Base: 2016=100) published by Government of India, Ministry of Labour & Employment, Labour Bureau for the Base month.

A1 = Wholesale price index number 1.3.20.2 for Railway locomotives and Rolling stock as per table "Wholesale Price Index" (Base: 2011-12=100), presently as Table No. 21 of Reserve Bank of India Bulletin of the average price index of the 3 months of the quarter under consideration

A2 = Wholesale price index number 1.3.20.2 for Railway locomotives and Rolling stock as per table "Wholesale Price Index" (Base: 2011-12=100), presently as Table No. 21 of Reserve Bank of India Bulletin for the Base month.

46A.8 The demands for escalation of cost shall be allowed based on provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be made 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 an 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, the decision of Engineer shall be final & finding, in case of any conflict.

46A.9: Deleted

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.

47. Maintenance of works: Not applicable for this work.

- 48.(1). **Certificate of completion of works:** As soon as in the opinion of the Engineer, the works has been completed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect.

- 48.(2). **Contractor not absolved by completion Certificate:** Not applicable for this contract. .

49. Approval only by maintenance Certificate: Not applicable for this contract.

- 50.(1). **Maintenance Certificate:** Not applicable for this contract.

- 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 passing of final bill..

- 51.(1). **Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the 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 not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract of O & M Phase, 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. 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 security if any, furnished as the case may be and also have a lien over 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.

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

- (i) Any sum of money due and payable to the contractor (including the PG 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 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. 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. 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. If, incompliance 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 form any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

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

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the 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 Provisions of payments of Wages Act:** The Contractor shall comply with the provisions of the

Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be 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.

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

- 55.A(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.
- 55.A(2).** The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid 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.
- 55.A(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.
- 55.A(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.
- 55.A(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 running bills 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 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.

55 B 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 (i)** Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and proMPT 56930 uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."
- 56 Reporting of Accidents of Labour:** The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall made every arrangements to render all possible assistance.
- 57. 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 of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the next running bills 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.
- 57.A Provision of Mines Act:-** Not applicable for O & M contract.
- 58.** 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).Labor Camps: Refer SCC of this Contract.

- 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 endeavors to prevent any riotous or unlawful behavior 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 neighborhood 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 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 neighborhood 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 of India 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 BID SECURITY and Performance Guarantee (PG) 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 laborer's 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
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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- 23**) granted to him by a certifying surgeon certifying **that** he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3). Period of validity of medical fitness certificate: - A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a **certificate**, he shall, if so required by the person concerned, state his reasons in writing for doing so.

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

EXPLANATIONS:-

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

DETERMINATION OF CONTRACT

61.(1). Right of DFCCIL of determine the contract: The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever.

61.(2). Payment on determination of contract: Refer SCC of this O & M Contract.

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. Refer SCC of this O & M 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 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 Execute the contract documents on time or
- (ix) Fail to remove materials from the site or to pull down and rectify 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) 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
- (xv) 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 (as per Proforma as **Form-24**) 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 thereof being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hours' notice (as per Proforma as **Form-25**) in writing under the hand of the Engineer to rescind the and after expiry of 48 hours' notice, a final termination notice (as per Proforma as **Form-26**) should be issued and adopt the following courses:

To measure up 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) In the contract which has been rescinded, the Performance Guarantee already submitted for the contract shall be encashed. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

STATEMENT OF DISPUTES - ARBITRATION

63.0 Conciliation of Disputes

- (i) This clause is applicable in the tender having an advertised value less than or equal to Rs 50 (Fifty) Crore.
- (ii) 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 " CGM/CPM/GM " through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. CPM/CGM/GM shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) In case the total value of all claims in dispute added together does not exceed Rs. One Crore, the number of Conciliator shall be one. For claims more than Rs. One Crore and upto Rs. Fifty Crore, the number of Conciliators shall be three.
- (v) The Sole Conciliator shall be nominated by the MD/ DFCCIL from the List of Empaneled Arbitrators / Conciliators maintained by DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for Conciliation is received by CGM/CPM/GM of DFCCIL.
- (vi) In case, the Conciliation process consist of a panel of three members, the DFCCIL will send a panel of at least four (4) names from the List of Empaneled Arbitrators /Conciliators with DFCCIL empaneled to work as Arbitrator /Conciliator to the Contractor within 60 days

- from the day when a written and valid demand for Conciliation is received by the CGM/CPM/GM of 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 shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of conciliators either from the panel or from outside the panel, duly indicating the 'presiding conciliator' from amongst the 3 conciliators so appointed. MD DFCCIL shall complete this exercise of appointing the Conciliation Panel within 30 days from the receipt of the names of Contractor's nominees.
- (vii) 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, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
 - (viii) 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.
 - (ix) The conciliation proceedings shall be subject to the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof.

63.1 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 MD/DFCCIL and the MD/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 matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the General Conditions of Contract or in any Clause (stated as excepted matter) of the Special 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 Conciliation, Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Adjudicators from the List of Empaneled Arbitrators/Conciliators maintained by DFCCIL. The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a Panel of DAB members shall be maintained in the DFCCIL Corporate Office, New Delhi. The complete Panel, which shall not be less than five members, shall be sent by DFCCIL to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the Panel. On receipt of Contractor's nominee, the MD/DFCCIL shall nominate one member from the same Panel as DFCCIL nominee for the DAB. Both above nominees shall jointly select the presiding member of the DAB from the same Panel.

63.2.2 The General condition of Dispute Adjudication Agreement is laid down in **Annexure- I**. The appointment of DAB shall be effectuated by way of a tri-partite DAB Agreement among the DFCCIL, Contractor and the respective DAB members as per format of **Annexure - III**. The terms of the remuneration of each member shall be as fixed by DFCCIL from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the MD fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the DFCCIL or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the DFCCIL and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

63.2.6 DAB proceedings shall be conducted as per Procedural Rules to Dispute Adjudication laid down in **Annexure - II**. The DAB shall give its decision within 84 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 In case any party is not satisfied by the decision of DAB, then the aggrieved party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction. If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after its received the DAB's decision, then the decision shall become final and binding upon the Parties.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

- 63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 63.2.11 In case DAB decision is not challenged, or no Notice of Dissatisfaction has been issued by either Party within 28 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- 63.2.12 The obligation of the DFCCIL and the Contactor shall not be altered by reasons of issue being or under reference to DAB.
- 63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultation with parties.
- 63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64. (1) Demand for Arbitration:

- 64. (1)(i) (a)** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63.1 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.
- (b) Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/tenders, especially in large contracts.
- 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 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). However, the venue for arbitration meetings or hearings can be any other place with the consent of parties.
- (e) Both the parties shall submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

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): The Arbitral Tribunal shall consist of a panel of three arbitrators. MD/DFCCIL will appoint two arbitrators, one DFCCIL nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of DFCCIL or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the MD/DFCCIL.

64.(3)(a)(i): If contractor wants to choose his nominee from DFCCIL panel, the DFCCIL will send a panel of at least four names of empaneled Arbitrators to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration received by the MD/DFCCIL. The 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 within 30 days from the receipt of the names of Contractor's nominees. The DFCCIL panel shall be provided free of cost to the contractor.

64.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The DFCCIL shall appoint at least one of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time. Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:

- i. Contractor may access the ICA's panel of arbitration through ICA's official webpage:
<https://icaindia.co.in/pdf/Engineers.pdf>.
- ii. A formal request for nomination shall be submitted to ICA, accompanied by:
 - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - b. A copy of the relevant contract and any supporting documents.
 - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- iii Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be

submitted along with the request.

64.(3)(b): Two selected arbitrators are free to select presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of DFCCIL or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by MD/DFCCIL. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.

64.(3)(c) (i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/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 reference from the stage at which it was left by the previous arbitrator (s).

64.(3)(c)(ii) (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

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

64.3(c)(iii) (i) Qualification of DFCCIL Empanelled Arbitrator (s):

(a) Retired Railway/DFCCIL Officers not below SA Grade level, one year after his date of retirement.

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

(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.

(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or

(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways/DFCCIL.

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

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a) & 64.(3)(b) 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/Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Form- 29 shall be taken from the Arbitrators also. 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)(d)(i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred therefrom.
- 64.(3)(d)(ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 64.(3)(d)(iii)** A party may apply to the 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)** 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. If all the three arbitrators are selected from the DFCCIL Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Form -30 to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Form -30 to these conditions after/ while referring these disputes to Arbitration.
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 (as amended up to date) and the rules thereunder and relevant para of the General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64.(8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by DFCCIL to Contractor, the terms & conditions incorporated in the DFCCIL Policy as amended from time to time, shall be followed. In case Contractor has to pay to the DFCCIL, then 75% of the award amount shall be deducted by the DFCCIL from the Contractor's bills, Performance Guarantee or any other dues of Contractor with the Government of India.
- 64.(9)** The Arbitrator Fee will be governed by latest Fee structure for empanelled DFCCIL arbitrators.

CHAPTER - V

Special Conditions of Contract

For

Signature of tenderer (s)
With seal

Operation and Maintenance of MPT 56930

1.1 Objective

The objective of this O & M Contract is the operation and maintenance of DFCCIL's MPT 56930 Machine including POH, IOH, tamping unit overhauling, supply of consumables, Spare parts for smooth working of Track Machines by the O & M Contractor in the manner and to the standards stipulated in this RFP. In full recognition of this objective and with full acceptance of the obligations, liabilities and risks which may be involved, the O & M Contractor shall undertake the execution of the O & M of Machine(s). The O & M work of various Track Machines shall be executed to the highest standards available using proven good Engineering practices.

This Tender will be governed by instructions to tenderers, General condition of Contract, Special conditions of contract and Methodology to be followed for Procurement of Various Machine Spare Parts, Prescribed operation and Maintenance Activities as per OEM Operation and Maintenance Manuals of this RFP. If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority regarding the intentions of the provision and decision of Engineer will be final and binding on the O & M contractor.

1.2 ORDER OF PRECEDENCE

In case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- (a) Contract Agreement
- (b) Letter of Award
- (c) Schedule of Items, Rates & Quantities
- (d) Special Conditions of Contract
- (e) Technical specification of DFCCIL MPT 56930 Machine
- (f) General Conditions of Contract
- (g) Schedule of Dimension of DFCCIL
- (h) G & S R of DFCCIL
- (i) OEM MPT 56930 Machine Operation manual,
- (j) OEM MPT 56930 Machine Maintenance Manual and other Manuals
- (k) DFC Railroad Manual
- (l) Indian Railway Track Machine Manual

1.3 Scheme of work

Within a period of 15 days from the date of issue of Letter of Acceptance of Tender, the O & M Contractor shall submit the detailed plan for Operation & Maintenance of various Track Machines and various documents enumerated in tender papers to the DFCCIL. DFCCIL shall give a prior notice of 15 days to Contractor for mobilization and start of work at site. This scheme of the O & M Contractor shall generally cover the following:

- a) The organization to manage efficient Operation & Maintenance of various Track Machines.
- b) The documentation control system:
 - i) Basic control system.
 - ii) Records for maintenance

- iii) Manual for operation & maintenance of machine based on IRTMM manual, DFCCIL's Technical specification of MPT 56930 Maintenance and OEM manual for MPT 56930 Maintenance.

1.4 APPLICABLE TECHNICAL DOCUMENTS

The following manual/documents will be applicable for this work:

- (a) Technical specifications MPT 56930.
- (b) OEM manual for MPT 56930 Maintenance.
- (c) Indian Railway Track Machine Manual as updated on date of opening of tender. An updated copy of above manual/documents is available on Indian Railway web site Indianrailways.gov.in/railway board.
- (d) Schedule of Dimensions (SOD). (An updated copy of above manual/documents is available on Indian Railway web site Indianrailways.gov.in/railway board and DFCCIL SOD).
- (e) DFCCIL's General & Subsidiaries rules (Copy may be collected from DFCCIL), and
- (f) DFCCIL's SHE Manual (An updated copy of this manual is available on DFCCIL web site).

Note: Changes made in above documents during execution of contract will be communicated to the O & M contractor by DFCCIL under clear acknowledgment. Subsequent changes after the date of opening of tender including correction slips to above documents will be applicable only when revision of rates, terms and conditions are worked out with mutual consent.

1.5 Obligations of Contractor & DFCCIL are incorporated in tender documents & important obligations on both parties are summarized below:

(a) **Contractor's obligations:**

- i) Maintain the MPT 56930 as per OEM Maintenance manual by providing timely consumables, spares and maintenance staff etc. by his own manpower.
- ii) Ensuring availability of agreed scale of staff for operation (movement, shifting and working) and maintenance of track machines.
- iii) Ensuring availability of Machines for working 25 days in month (150 days in a half year) except during IOH, POH and Tamping unit Overhauling periods.
- iv) Offer the Track Machines timely to DFCCIL for obtaining traffic block and avail traffic block as granted.
- v) The block timings may be different depending upon the traffic pattern and shall be advised to the supervisor in advance, who will ensure that the machine is offered with due daily maintenance at least 30 minutes before the tentative block time.
- vi) Will arrange proper lighting for night block working. Furthermore, for any Machine working related manpower working on the cess, additional flashlights would be provided to ensure safety while walking the track.
- vii) Carry out the O & M of Various Track Machines by his own Machine Experts, Supervisors, Operators, Technicians and Helpers.
- viii) O & M Contractor will try to optimize the utilization of traffic blocks.
- ix) Indemnify the DFCCIL and maintain insurance as per contract.
- x) Provide accommodation and transport facilities to its staff.
- xi) The contractor will ensure validity of competency of staff and for this purpose he will spare the staff in time for refresher courses, Periodical Medical Examination at his own cost and shall arrange suitable replacement at par with Indian Railway Track machine operators.
- xii) Contractor will supervise the O & M activities and other associated activities at its own cost and ensure safety at work site & quality of tamping (of MPT 56930 machine).

- xiii) Shall maintain the record and submit periodical progress/information/reports as per contract.
- xiv) Shall make arrangements to expeditiously clear the block section in case of failure/derailment & of any Track Machine by his own means and at his own cost.
- xv) Any damage repair to the track due to any malfunction of Machine or due to any negligent activity of Machine staff shall be contractor's responsibility & the contractor has to bear all consequential damages due to this.
- xvi) During breakdown maintenance, O & M Contractor shall provide:
 - a. All necessary manpower needed to restore the MPT 56930 for operation.
 - b. All additional manpower and specialists for immediate troubleshoot and repair in the least possible time.
- xvii) Contractor shall ensure that all precautions to be taken while working in Track circuited area is observed as per **Para 279 of IRPWM**.
- xviii) After completion of days/night work contractor shall ensure that all equipment, tools and plants are cleared before leaving the site. No material whatsoever shall be left behind on track.
- xix) The contractor shall ensure that all his staff wear proper uniform with personal protective equipment including helmets, safety shoes and illuminated jackets etc. while working.
- xx) The contractor shall take all necessary safety measures & precautions, and the contractor shall be entirely responsible for the safety & security of his men & materials.
- xxi) Contractor shall provide Photo-identity cards to all his staff & supervisors.
- xxii) Shall Adhere to statutory laws.
- xxiii) To deploy competent staff fulfilling necessary medical requirements. Medical examination at nominated medical hospital/Health centre and charges of medical examination will be borne and paid by contractor.
- xxiv) While working on double/multiple line sections and part of MPT 56930 shall not infringe the adjoining track, and it must be possible to permit trains at full speed on that track. If considered unavoidable for working, any infringement of the adjoining track shall be allowed only after obtaining the traffic block of that track.
- xxv) The cost of all Manpower and Service Engineer (including of OEMs) required for all doing schedules of maintenance prescribed in OEM Maintenance Manuals are included in agreed rates of all items of Schedule A, C, D and E of SOR of this RFP.
- xxvi) The safe upkeep, storage and record updating of the spares and tools as supplied by the bidder shall, be the responsibility of the bidder himself.
- xxvii) In case of repair of Proprietary software/related hardware of the electronic components of the various Track Machines, Contractor has to transport the part to their nearest workshop at his own cost.
- xxviii) The Cost of all consumables (all type of oils (except HSD), all types of lubricants, all type of filters and Breathers) required to be replaced/topped in any maintenance schedule (Starting from Daily Schedule to POH Schedule) are covered in LS rate of all Items of Schedule A of this RFP.
- xxix) If any of the worker deployed by the Contractor in DFCCIL indulges in theft or any illegal/irregular activities, misconduct, the Contractor will take appropriate action as per law and rules against its erring worker in consultation with DFCCIL and intimate the action taken to DFCCIL.

(b) DFCCIL's obligations:

- i) To ensure timely availability of work site to O & M Contractor.
- ii) To ensure availability of correct and reliable track survey data.
- iii) Removing all axle counters/HABDs before Machine working and refixing the same after Machine working.
- iv) Carry out pre and post block activities.
- v) Provide look out men for safety of track and workers during block as per conditions of

- contract.
- vi) To communicate changes made in IR/DFCCIL manuals/codes i.e. IRPWM, G&SR, IRTMM etc. to contractors.
 - vii) DFCCIL will provide the required training of contractor's staff regarding track protection, G & SR and issue valid competency certificate on payment basis.
 - viii) DFCCIL will provide and impose Speed Restrictions required for the work (if required).
 - ix) DFCCIL will erect caution indicator boards, speed indicator boards and termination boards at appropriate locations as per prevalent speed restriction.
 - x) DFCCIL will ensure timely availability of competent DFCCIL staff to submit requisition for traffic block, obtain and clear traffic block after completion of work. Based upon the track parameter, suitable speed at which traffic shall be opened will be mentioned by the competent DFCCIL staff in block clearance memo.
 - xi) DFCCIL will depute sufficient support staff (Engineering, S&T etc.) as per requirement during working of machine including look out/safety men for ensuring safety of track, train and workers at its own cost.
 - xii) DFCCIL will ensure timely shifting of track machines by providing path and Competent DFCCIL(LP/ALP), wherever required.
 - xiii) DFCCIL will provide suitable sidings/track for stabling of track machines, nearest possible to work site. The nearest stabling line may not be available for a brief period due to some unavoidable circumstances, in such cases no extra claim shall be admissible.
 - xiv) After work the block section should be cleared at the earliest and if contractor is not able to clear the block section in case of failure/derailment of Machine . In such cases requiring DFCCIL's assistance of loco/ART/MFD van etc, the penalty as per contract will also be levied by DFCCIL on O & M contractor.
 - xv) DFCCIL will examine the bills submitted by the contractor and will make payment timely as per contract conditions.
 - xvi) DFCCIL will provide free access to Contractor's operation and maintenance team members/vehicles/tools etc. The contractor will notify DFCCIL about the arrival of tools/heavy spares carrying vehicles for maintenance of the Machine well in advance, if it is expected after normal working hours.
 - xvii) Wherever required, all necessary permissions have to be ensured by DFCCIL.
 - xviii) DFCCIL shall intimate about the working hours well in advance, preferably one day in advance. Before the end of each day's work the contractor shall be advised in writing by DFCCIL of the commencement time and duration of the following day's occupation(s).
 - xix) O & M Contractor shall be allowed sufficient time on- track to calibrate and adjust the machine as part of the preventive maintenance of the machine. This time will be outside the scheduled occupation periods and will not be included in any of the Contract Measurements.
 - xx) The live electric/signaling/telecom cables will be removed by concerned DFCCIL staff at their cost.
 - xxi) Any item which is not specifically included in the scope of O & M contractor will be carried out by DFCCIL either departmentally or through other agencies.
 - xxii) Adhere to all its obligations as per O & M Contract conditions.

1.6 GENERAL REQUIREMENTS

1.6.1 The O & M Contractor has to execute the work of Operation & Maintenance of various Track Machines which will be deployed over pan DFC network as per the instructions of DFCCIL. During the execution of the contract HSD is to be provided by DFCCIL free of cost to the O & M Contractor at Stabling siding. The cost of all consumables, manpower and other logistics required for operation and maintenance of machines are included on contract price excluding cost of HSD oil.

1.6.2 The O & M Contractor is responsible for ensuring the availability of machines for 8 hour every day

- for Machine working (which might be increased by up to 2 to 3 hours depending on traffic condition over DFCCIL during operation). During the maintenance shift, the stipulated Scheduled Maintenance and preventive checks of Machines of all assemblies (like engines, generators, electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc.) as specified by OEM in Various OEM/Machine Manufacturer Maintenance manuals to ensure its upkeep shall be carried out.
- 1.6.3 The timings of the shift are not fixed and will change depending upon corridor block timings. However, overall shift time shall be 8 Hrs in a day. Roster of shift shall be issued by the respective field unit on weekly basis.
- 1.6.4 The machines will work on DFC tracks with the trains running on adjacent IR/DFC tracks. The O & M Contractor must ensure the care/safety/ health hazards of the labours engaged by him/her during the course of the execution of work. Necessary safety equipment shall be provided by the O & M Contractor for the staff engaged by the him. No extra amount is payable for this.
- 1.6.5 O & M Contractor shall provide adequate and appropriate security at their disposal to protect and preserve the Machine(s) from anti- social elements especially in insurgency defined areas, where the machine may be required to operate from time to time for which O & M Contractor shall arrange Insurance for Machine(s) and the cost of same will be reimbursed by DFCCIL on production of Premium payment receipts on time to time.
- 1.6.6 The Contractor shall be the principal employer of the workman and any other staff deployed by it in the DFCCIL and in no case there shall be a relationship of Employer and Employee between the DFCCIL and the said manpower. The manpower employed by the O & M contractor shall have no right, whatsoever, for any appointment in the DFCCIL in temporary/adhoc/ daily wages/ regular capacity based on their work in the DFCCIL territory.
- 1.6.7 Authorized DFCCIL's representative having route learning of the section where the Track Machines are working will be present for supervising the operation and to monitor the movement of the Machine from one section to another. The Track Machines shall not be move without authorized DFCCIL's representative.
- 1.6.8 All tools and plants, drawings, manuals which are supplied by the DFCCIL to O & M Contractor free of cost for use along with the Machines shall be handed over back to DFCCIL in working conditions after expiry of the contract period to DFCCIL authorized personnel.
- 1.6.9 When the Track Machine(s) is/are on transit from one station to another, there will be no routine maintenance, The Machine shall be made available for movement in two shifts of 10 hours each (2x10 hours) in 24 hours' time frame till it reaches destination. The staff of operation and maintenance should be so redistributed to perform transit work with sufficient staff.
- 1.6.10 Special cleaning of Track Machine should be carried out once a month with detergents and other cleaning agents to remove all soot, dust and to keep the entire Machine in good appearance. The machine will be stable at a place in OHE/non-OHE siding available so as to ensure proper cleaning. Patch painting at rusted locations should be done after cleaning with matching color. No extra amount is separately payable towards this.
- 1.6.11 Complete and up to date records for daily/ weekly/monthly and higher maintenance schedules will be maintained by the contractor and counter signed by DFCCIL officials. The daily/50 Hrs./100 Hrs, 250 Hrs, 500 Hr5s, 1000 Hrs progress reports (in mutually agreed formats) shall be mailed to the nominated DFCCIL official.
- 1.6.12 Each party agrees to indemnify, defend, and hold harmless the other party from all liability, cost or expense (including any court costs) caused by the joint and /or concurring negligence of the parties, arising on account of injury to or death of any employee, agent or representative of the indemnifying

party during the performance of the Services or who shall, if not performing Services, be present as a bystander or otherwise on the property of either party, provided always, however, that if the injury or death to an employee of an indemnifying party is caused solely by the negligence of the other party then this indemnity and hold harmless provision shall be null and void, and the party who solely cause the injury or death shall bear the cost or expense. Notwithstanding any provision herein to the contrary, O & M Contractor's total cumulative liability for any or all claims arising out of this agreement shall not exceed the 10 % value of awarded Contract Amount.

- 1.6.13 The O & M contractor shall ensure compliance with all relevant Central/State laws and rules as applicable such as Tax Laws, Labour Laws and Insurance Laws etc with regard to this O & M contract and shall be solely responsible for the same and shall keep the DFCCIL fully indemnified against the liability of any Taxes, interest, penalty etc if any arising any connection with the contract. The contractor shall indemnify the DFCCIL against any claim which may be made under various clauses mentioned in the bid document forming the part of contract agreement. If any accident occurs with any worker of the contractor while doing his job, the DFCCIL will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the contractor.

1.7 MAINTENANCE OF TRACK MACHINES

- 1.7.1 The Inspection and Maintenance of Machine(s) have/has to be done as per the OEM Maintenance Manual of Machine(s) and RDSO prescribed check list for Machine(s). The Selected Bidder can collect these two documents within 7 days of award of work. Within 30 Days of award of work, the O & M Contractors have to submit the Check list of items to be checked/replaced in daily, 50 Hrs, 100 Hrs, 250 Hrs, 500 Hrs, 1000 Hrs and 2000 Hrs schedule for DFCCIL approval and DFCCIL shall approve the same provided it is confirming to RDSO Check list items.
- 1.7.2 The maintenance role encompasses undertaking all schedule/periodic/ routine of various Track Machines including all assemblies (like engines, generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc) as specified by O & M Contractor/OEM updated from time to time, either by day or night.
- 1.7.3 OEM recommended Oil and Lubricants shall be provided by O & M Contractor. The Details of same is mentioned in various maintenance manuals as indicted n above item No. 1.7.1.
- 1.7.4 The detailed methodology to be followed for providing spare parts required for smooth Maintenance of Machine are detailed in **Chapter – VI** (Methodology for Procurement of Various Machine Spare Parts by O & M Contractor) of this RFP.
- 1.7.5 Contractor will be responsible for upkeep of Machines along with preventive checks and schedule maintenance as whole.
- 1.7.6 Daily maintenance activities shall be strictly followed before/after of Machine working. Other prescribed schedule maintenance are to be performed at appropriate time intervals in the balance time available after offering the Machines for block working.
- 1.7.7 Routine maintenance of undercarriage systems shall also be undertaken by the contractor. All Workshop facilities to be arranged by contractor including repair of under frame system and for wheel turning. In case this contractor request DFCCIL to arrange the same from Indian Railway, then if possible for DFCCIL it will be arranged by DFCCIL on the cost of O & M contractor. The Pit facility may be provided by DFCCIL free of cost at New Dadri or any other station of DFC.
- 1.7.8 The O & M Contractor should maintain the inventory of consumables, critical spares Machine on Machine itself or at nearest place in order to minimize the duration of breakdowns and delays in the repair and operation. He should keep standby critical spare parts which require long procurement period.

- 1.7.9 O & M Contractor shall be responsible for mounting and dismounting unserviceable/Serviceable/New components/parts/materials on the Machine. O & M Contractor shall be responsible for providing timely serviceable components/parts/materials of Machine.
- 1.7.10 The O & M Contractor shall prepare and send to DFCCIL the days scheduled for planned/scheduled maintenance of the track machines during the month at least 15 days before the beginning of the month.
- 1.7.11 All the fixtures on the Machine shall be maintained in good condition. All electrical, furniture, electronics, dash board, communication and all other fixtures available in camping coach to be maintained at all times in good fettle and at the end of the contract period.

1.8 MAINTENANCE OF RECORDS

- 1.8.1 Maintenance records during Schedule and breakdown maintenance shall be maintained in hard copy as well as soft copy in mutually agreed formats. These records are to be maintained in a register form and are to be kept in the machine itself. These records shall be provided to DFCCIL by the crew on the machine in a timely manner.
- 1.8.2 The contractor shall maintain the history book, logbook and all other documents prescribed for Machine as per IRTMM and any other document that may be prescribed further in due course of time.
- 1.8.3 The contractor shall compile and submit a standard daily report accurately depicting operational timings, delays, reasons for 'NO work', machine availability, progress achieved by each track machine and maintenance input given to machine. DFCCIL representatives will also sign this report on a daily basis. In case of difference of opinion, he will write his observations on the daily report submitted by the O & M contractor for his signature.
- 1.8.4 The signed joint daily report shall be the basis for invoicing and shall constitute DFCCIL's acceptance of day-to-day work apart from the completion of scheduled maintenance in a timely manner. Daily progress and history shall be mailed to the nominated DFCCIL official/s along with weekly and monthly progress reports in the prescribed format.

1.9 SPARE PARTS

- 1.9.1 The spare parts will be paid for by DFCCIL through Schedule B of SOR items of this RFP.
- 1.9.2 During the currency of the contract, if certificate from DFCCIL (in any) required by Contractor for importing spare parts/material/testers/ equipment for Customs clearance will be provided by DFCCIL unit in required format for speedy clearance on arrival at port.
- 1.9.3 O & M contractor must maintain adequate liaison with the various OEMs of various parts of Machine to ensure a quick turnround of the strategic reserves. It is desirable that O & M contractor have a MoU regarding the supply of various spare parts of Machine(s).
- 1.9.4 During various maintenance schedules various Consumables (filters, oil, lubricants, Coolants, Hydraulic fluids) are to be replaced at regular interval and the lubricants/oils are also to be recouped on need basis. These consumables are to be procured timely to maintain minimum inventory level, depending on procurement lead time.
- 1.9.5 The Contract scope cover the overhauling of Engine of Machine. The Manpower cost required for overhauling of engine is covered in rates of items of schedule A of SOR of this RFP. The payment corresponding to cost of various spare parts utilized in doing engine overhauling will be done through Schedule B of SOR.

- 1.9.6 One vehicle in good condition with proper road permit and insurance of adequate capacity for transporting men and material required for day to day working have be provided by O & M Contractor without any extra payment for transporting his Manpower and various materials/spare parts of Machine(s).

1.10 Operation of track machines:

- 1.10.1 The Machines shall be ready to work sufficiently in advance before the proposed normal block timing as decided in weekly planning. For minimizing the travel time of Machine, the shunting operations should be done in advance, and Machine should be kept ready near the starter signal towards the block section where the Machine has to work. This shall be planned by the DFCCIL supervisor. The contractor is required to factor this in the daily required working hours of the staff.
- 1.10.2 To move the Machine from stabling siding to the work site and back, the DFCCIL shall provide the O & M Contractor with a staff, who is aware of the route to provide the directions for movement/travel. However, the O & M contractor will provide sufficient operators to move the machines in shift and will not refuse the movement of the machine.
- 1.10.3 Before the start of the new site/ shifting of Machine base stabling siding, a program will be prepared by the O & M contractor in consultation with sectional APM/DPM of DFCCIL and got signed by both the O & M Contractor and DFCCIL which will include the following:
- Location of the work
 - Location and length of stabling siding
 - Proposed schedule of blocks
 - Site specific precautions
 - Any other item as considered necessary for the work
- 1.10.4 Stabling track for Machine should be provided with sufficient external lights so as to make them capable of working at night. The contractor shall make his own arrangements for extra lighting at site for working in night.
- 1.10.5 During block all essential safety and other DFCCIL working rules shall be followed by the contractor as well as DFCCIL staff.
- 1.10.6 O & M Contractor shall furnish adequate VHF sets for crew communication for safe operation of Machine, this should include at least 8 hands free devices
- 1.10.7 In case of failure of Machine, the Contractor shall promptly inform the DFCCIL. Information should be provided on paper or electronically in a format which shall be specified by the DFCCIL. The format may be changed from time to time, as required by DFCCIL.
- 1.10.8 If any Machine breaks down during block and require DFCCIL/Railway's loco/haulage arrangement, in addition to penalty for block bursting, a penalty of Rs. 2,00,000/- per case will also be charged to contractor and will be adjusted from his running bills. Similarly, if any Machine is derailed and required assistance of Railway crane/ART/MFD van for re-railing, in addition to penalty for block bursting, a penalty of Rs. 4,00,000/- per case for crane and Rs. 1,00,000/- for MFD van will also be charged to the O & M contractor and will be adjusted from his running bills. These rates are as on tender opening date. For every year on the anniversary of LOA the above penalty rates shall be increased by 3% compound.

1.11 Traffic block, speed restrictions

The O & M contractor will clear the traffic block on time. Block busting on account of O & M contractors will attract the following penalties per instance:

00-15 minute: NIL

15-30 minutes: Rs. 10,000/- 30-60 minutes: Rs. 20,000/-
> 60 minutes: Rs. 50,000/- per hour or part of hour

The above rates are as on tender opening date. For every year on the anniversary of LOA the above penalty rates shall be increased by 3% compounded.

- 1.12 Progress of work is likely to be affected due to various reasons, i.e. technical requirement of work, natural reasons, statutory reasons, DFCCIL account, O & M contractor account etc. Any penalty on the O&M Contractor would only be limited to reasons which can only solely be attributable to the O&M Contractor. No penalty or non-availability would be levied on account of Force Majeure, DFCCIL requirements, etc. related matters. Some of the reasons are indicated below (list is only indicative and not exhaustive):

SN	Reason	On account of
1	Shifting	DFCCIL Requirement
2	IOH/POH	Technical Requirement
3	Flood	Natural
4	National Holiday (15 th Aug 2 nd Oct. and 26 th Jan)	Statutory
5	Force Majeure conditions	Force Majeure
6	No block	DFCCIL
7	Breakdown of Machine	Contractor
8	Working days lost on account of attending breakdown of Machine	Contractor
9	Non availability of Executive of Civil, S&T and LP/ALP or other DFCCIL staff essential for machine working/shifting/ movement.	DFCCIL
10	No/less staff at machine	Contractor
11	If time taken for POH, IOH and tamping Unit Overhauling duration is more than prescribed for Machine by Indian Railways is more than prescribed	Contractor
12	Accident on DFCCIL / Road user /trespasser / contractor account	As per joint inquiry report
13	SPAD (Signal passing at danger position by Machine Operator)	Contractor
14	Time consumed in arranging the Consumables/Spare parts of Machine by DFCCIL from OEM on specific written request of O & M Contractor.	Contractor

- 1.13 The contractor will offer Machine for work well before traffic block starts. If the Machine is not able to work on account of any reason, it will be recorded jointly by the contractor's representative and authorized DFCCIL staff. The progress will be monitored on a Half yearly basis. The Machine will be considered as available if days are lost on account of natural reasons (i.e like heavy rains etc), statutory reasons, force majeure conditions, derailment (on account of DFCCIL) and other DFCCIL accounts. In every month, 25 days are estimated to be working day (including Sundays). The balance days are meant for maintenance functions during which time all maintenance activities are to be completed by the tenderer. No penalty will be levied on the contractor for loss of working days on account of DFCCIL, technical requirement, natural reasons, statutory reasons and Force Majeure conditions. If Machine is not available for a minimum of 150 days in 6 months (Month will start from date of actual commencement of O & M work) on O & M contractor account, the payment of LS Item of Schedule - A of SOR will be reduced proportionally and the penalty certificate will be rendered (as per enclosed **Annexure-V**). For example, if the machine is available for **only** 130 days, the reduced payment will be = (130/150) X the monthly payment shown in SOR item of Schedule A of SOR. In case contractor has made availability of Machine for working for more than 150 days in subsequent half year,

then recovery already deducted in previous 6 months will be returned back for no of days in excess of 150 days. This adjustment will be made on a half yearly basis.

1.14 Requirement of Track machine staff

The contractor will provide competent staff for operation and maintenance of Machines.

- 1.14.1 O & M Contractor's Supervisor, operators, Technicians and helpers shall be of sound physical and mental health and shall not be more than 65 years of age.
- 1.14.2 The yardstick for Manpower deployment by O & M Contractor for various Track Machines are as under:

Name of Machine	Supervisor	Operator	Technician	Helper
MPT 56930	1	2	3	3

- 1.14.3 For overall supervision, control and management of Machine and work, O & M contractors shall deploy one qualified graduate engineer having Degree in Civil/Mechanical/Electrical/Industrial engineering along with overall working experience of 8 years. If contractor is not able to initially deploy the qualified supervisor as above, or provide a replacement within 15 days, a penalty of Rs. 2,00,000/- per month (for part of month- on pro rata basis) per supervisor duly updated for PVC applicable duly updated for PVC applicable for items of schedule of A of SOR or part thereof will be imposed. Dy.CPM/DFCCIL is also empowered to stop the work with associated penalties under a situation of shortage of qualified track supervisors.
- 1.14.4 The O & M Contractor has to provide minimum manpower in different grades as detailed in Item No. 1.14.2 required for O & M of Machines.
- 1.14.5 Operators should be at least Diploma in Mechanical/Production/Industrial/Automobile/Electrical/Electronics/Instrumentation Engg. However, if operator is having more than 10 years of working experience in Indian Railway as JE/SSE/TMC, the above educational qualification will be exempted, and such operators will be deemed to have requisite educational qualification.
- 1.14.6 Technicians should be minimum ITI in any trade. However, if Technician is having more than 10 years of working experience in Indian Railway as Technician, the above educational qualification will be exempted, and such operators will be deemed to have requisite educational qualification.
- 1.14.7 Contractor's helpers should have minimum educational qualification of metric (10th pass).
- 1.14.8 All Machine Operators/supervisors must have with valid competency certificates in train operation (G & S R) issued by HHI/Noida. In case the initial/refresher course to be done for G & SR from HHI/Noida during the currency of this contract, the same shall be done for the operators by the contractor at contractor cost. DFCCIL shall facilitate expediting the process. All the operators shall have valid PME certificate issued by Authorized Doctors of DFCCIL and all the Cost for medical examination connected with PME, shall be payable by the O & M Contractor.
- 1.14.9 All Machine Supervisors, Operators and Technicians must have valid Competency certificate for technical training related to O & M of Machines issued by either OEM of Machine of any Training center of Indian Railways.
- 1.14.10 At no point of time any Supervisors, Operators and Technician shall be due for Initial Training

/Refresher Training. The cost of this training has to be borne by O & M agency.

1.14.11 Contractor's Supervisors, Operators, Technicians and Helpers will be always fit in A-3 medical category during the currency of the contract. The classification of A-3 will be as per rules of Indian Railways. Contractor's staff will be required to undertake Periodical Medical Examination (PME) at designated hospitals of DFCCIL as per provisions of Indian Railway Track Machine Manual and G&SR.

1.14.12 If staff is less than the agreed scale of staff, penalty as under will be imposed

Operator - Rs. 5000/per day
Technician - Rs. 3000/per day
Helper - 2000/per day

Above penalty duly updated for PVC applicable for duly updated for PVC applicable for items of schedule of A of SOR but this provision will not be applicable during Occasional shortage (two instances in a year, with each instance lasting not more than 7 days) of staff, provided overall strength of machine operator & technician remain more than 70% of agreed strength in respective category.

1.14.13 The contractor should factor in the requirement of working hours, occasional extended working hours, workload and required progress, leave, weekly off, sickness of staff, labor laws, holidays, training, refresher courses, periodical medical examination, maintenance requirement of Machines etc. while working out staff cost. Contractor shall maintain the agreed scale of Manpower detailed at item No. 1.14.2 above for various Machines in each category during execution of work. O & M Contractor is advised to deploy multi-skilled operators capable and competent to operate and maintain Machines allied equipment's.

1.15 Competency and Training of Contractor's Operators, Technicians and Helpers:

1.15.1 Before deputing its staff for movement/operation/working of track machines, Contractor shall impart the necessary training to its operators and obtain competency certificate from DFCCIL. Before issuing Competency Certificates, DFCCIL will check the knowledge of the contractor's operating staff and only after satisfying himself shall issue the competency certificate. DFCCIL G & SR training will be provided by DFCCIL. However, Boarding, lodging, transportation to training premises/site will be borne by contractors. In case, contractor imparts technical training at OEM's premises, the entire cost of such training shall be borne by the contractor.

1.15.2 Before deputing its staff for movement/operation/working of track machines, Contractor shall impart the necessary training to its Technicians.

1.15.3 The track machine staff deployed by the contractor will fulfill the required age, educational, training and medical criteria as mentioned above. Only those contractors' operators having valid competence certificate issued by DFCCIL will be authorized to operate and work on the track machines. Before issue of competency certificate by DFCCIL, the track machine staff will fulfill all the criteria regarding age, educational qualification, training (technical & Safety) and medical fitness.

1.15.4 If the actual working performance of any track machine staff of contractor is found not satisfactory or staff reports for duty in intoxicated state or indulged in indiscipline or continuous disregard of DFCCIL instruction or creating unsafe conditions towards working/operating of track machines/running of trains, concerned Dy.CPM/DFCCIL will be authorized to immediately demobilize the defaulting staff. Dy.CPM/DFCCIL will give notice to this effect to the contractor and the contractor will demobilize the defaulting staff as directed (immediately or within given time period). The contractor will also provide replacement for which a grace period of one month from the date of serving the notice to the contractor will be provided. The resulting shortage of staff including penalty will be dealt with as detailed in subsequent sub-paras.

- 1.16 The Machines will be working in block section in traffic blocks, but on adjacent line normal train will be running. The contractor must ensure the care /safety/health hazards of the labors engaged by him/her during the course of the execution of work. Necessary safety staff/look out men/hand signal men/hooter men etc will be provided by the DFCCIL. O & M Contractor should organize regular safety camps/safety drills, including fire safety drills, at least once a month and maintain necessary record. DFCCIL supervisors and officers may also to be invited to counsel the staff regarding safety of track, train and Workmen.
- 1.17 DFCCIL shall provide route learning to contractor's track machine operators in similar manner as applicable to DFCCIL track machine operators. No charge will be levied by DFCCIL on contractor for the same. For movement from DFCCIL to IR and back to DFCCIL from one work site to new work site and to/from IOH, assistance of ALP/LP is provided by DFCCIL without any extra cost.
- 1.18 The DFCCIL shall depute an authorized representative for the supervision of the site where the work is to be carried out by the track machine. He will also offer the machine to section control for movement and /or working. He will also submit the demand of traffic block to section control, coordinate with traffic control for timely and adequate traffic block, will accept traffic block and will clear the traffic block. No payment will be charged by DFCCIL for such supervisors. Supervisors of the electrical, S&T and traffic department will also be deputed by DFCCIL at its own cost wherever required.
- 1.19 **Siding-** For stabling and repair/maintenance of Machine track will be provided by DFCCIL free of charge. The arrangements for security of Machine shall be made by the Contractor at his own expense.

1.20 Staff Accommodation:

The accommodation facility for accommodating Manpower deployed by O & M contractor shall be arranged by O & M Contractor at his own cost.. The Contractor shall arrange the timely transportation of his employees from their places of accommodation to the track machine stabling siding and back at his own cost

1.21 Compensation in case of Short closure of contract on DFCCIL Account

In case, DFCCIL doesn't want to continue the contract due to no scope, due to shortage of funds, or due to other reasons not attributable to contractor (except Force Majeure conditions), the contract may be short closed by giving a notice of one month to the contractor. In case, on account claims of contractor are not cleared within 180 days from receipt of claims, contractor will have the option for short closing the contract at the expiry of 180-day period, by giving one month notice to DFCCIL to this effect. Till 30 days after giving such notice of short closure, the contractor will be bound to execute the contract at agreed rates, terms and conditions of contract. In case of short closure of contract by DFCCIL or by contractor in above circumstance, contractor will be entitled for following compensation after handing over Machine to DFCCIL:

- a) All O & M works 'done as per contract agreement but not paid' will be paid.
- b) Performance Guarantee available with DFCCIL will be returned.
- c) The cost of spares **purchased** by Contractor for maintenance of Machine on production of actual purchase bills and the Spares will become property of DFCCIL.
- d) Rs. 1,00,000/- for demobilization of human resources.

1.22 Termination/short closure on other than DFCCIL account

1.22.1 In case of termination of O & M contract on Contractor Account no compensation, payments will be made, except payments for works already done conforming to contract agreement. In case of termination on contractor account, Performance Guarantee (PG) will also be forfeited in terms of contract agreement.

1.22.2 In case of persistent Force-Majeure conditions, the contract may be short closed with the

consent of both parties and without financial liabilities on either side. In such cases, no compensation payments will be made, due payments for works already done conforming to the contract agreement will be cleared up and available PG will be released.

- 1.22.3 In case of termination on Contractor Account/short closure in case of persistent Force-Majeure conditions, the Contractor will remove all his establishment, materials, offices from DFCCIL premises, within 30 days, after which Penalty @ Rs.10000/per day/ location will be levied. In case the premises are not vacated within 90 days DFCCIL shall have the right to take custody of all properties and equipment and dispose it as it deems fit.

1.23 Infringement of patents

The O & M Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trademark, except where these are specified by DFCCIL. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The O & M Contractor shall advise the DFCCIL of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.

1.24 Safety Measures

- 1.24.1 The O & M contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving around or working in the DFCCIL premises, but shall then conform to the rules and regulations of the DFCCIL if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the DFCCIL siding and premises (i.e. all situations except during the actual working under block), the contractor shall provide flagman or look out men for protection of such persons. The DFCCIL shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work. All the work under the contract shall be carried out under the supervision of competent DFCCIL supervisor/staff. The format of the Competency certificate of Safety provisions is enclosed as **Annexure-VI**.
- 1.24.2 The contractor shall abide by all DFCCIL regulations in force for the time being and ensure that the same are followed by his representatives or subcontractors or workmen. He shall give due notice to his employees and workers about the provision of this para.
- 1.24.3 Detailed safety measures to be adhered are mentioned in Annexure-IV.
- 1.24.4 It may also be noted that works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway/DFCCIL, in such a way that they do not hinder Railway/DFCCIL operation or affect the proper functioning of or damage any Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the DFCCIL.

1.25 Change in law

- 1.25.1 "The contract price shall be adjusted to take account of any increase and decrease in cost after the bid submission date resulting from:
- a. A change in the law of the Government of India (including the introduction of new laws and the repeal or modification of existing laws): or
 - b. In the Judicial or official government interpretation of such laws, or

- c. The commencement of any Indian law which has not entered into effect until the bid submission date; or
- d. Any change in the rates of any of the taxes or introduction of new taxes, duties, levies, cess etc. on supply of materials and services that have a direct effect on the works.

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

1.25.2 Further if as a result of change in law as stated in clause No. 1.25.1 above, interpretation, or rates of taxes, the contractor benefits from any reduction in the cost for the execution of this contract, save and except as expressly provided for this sub-clause or in accordance with the provisions of this contract, the contractor shall, within 28 days from the date he becomes reasonably aware of such reduction in the cost, notify the DFCCIL of such reduction in cost.”

1.26 Expenses during shifting of machine

1.26.1 In case contractor is shifting Machine for IOH/POH, all transit expenses are to be borne by DFCCIL including cost of HSD. The time taken for shifting of Machine for IOH/POH on DFCCIL network will be considered as free time. In case DFCCIL is shifting machine from one section to another section of DFCCIL, all transit expenses are to be borne by DFCCIL. The days taken for shifting machines will be considered as availability for the purpose of counting 25 days.

1.27 Warrantee / Defect Liability Period

1.27.1 The O & M Contractor shall warranty that all the spares supplied under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards / specifications for the contracted work and in full conformity with the technical specifications, and other contract stipulations, for a period of 6 months from the date of providing the component in machine, whichever is earlier. The warranty excludes normal wear and tear, rubber parts.

1.27.2 During the period of warranty falling in the contract period the O & M Contractor shall keep available an experienced engineer / manpower to attend to any defective spares supplied by the Contractor. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer, his successor(s)/Nominee.

1.27.3 During the period of Warranty the Contractor shall be liable for the replacement of any part at site, of any parts supplied by the Contractor which may be found defective of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected faulty/not as per specifications during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the DFCCIL at site. In such a case, the contractor shall be informed in advance of the work proposed to be carried out by the DFCCIL.

1.27.4 If it becomes necessary for the Contractor to replace or renew any defective portion/part/spare until the expiration of six month from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later. Such an extension shall not apply in case of defects of a minor nature, the decision of the Chief General Manager /General Manager/CPM or his successor/nominee being final in the matter. If any defect is not remedy within a reasonable time during the aforesaid period the DFCCIL may proceed

to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the DFCCIL may have against the Contractor in respect of such defects or faults.

- 1.27.5 The repaired or renewed parts/spares shall be delivered / supplied and erected/ executed on site free of charge by the contractor.

1.28 Payment

Payment will be governed by the terms specified in RFP and in accordance with the accepted schedule of prices (**Form 3 of this RFP on the basis of contractor quoted bid**), read with relevant para of the other parts of the contract. The DFCCIL retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor. The Selected Bidder must submit monthly two bills separately, one for main work as per SOR items and other for PVC (if claimed in that month). Any type of reimbursement applicable as per this RFP will be made by DFCCIL as and when submitted by Selected Bidder. The rate for the schedule "B" items of Form - 4 will be paid as per the latest awarded rate list/LOA's of Northern Railway. In case any items is reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central Railway. The payment will be made as per the rate list of brands which actually has been used in Machine.

1.29 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the DFCCIL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the DFCCIL's prior written consent. The O & M contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the DFCCIL, together with a detailed inventory thereof. The O & M contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

1.30 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the DFCCIL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the DFCCIL and shall not, without the prior written consent of DFCCIL neither be divulged by the O & M contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by DFCCIL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

1.31 Insurance

- 1.31.1 The contractor (a) shall take out and maintain, at its own cost (except for clause 1.31.2) but on terms and conditions approved by the DFCCIL, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law and shall provide, within 90 days of the issuance of the LOA, evidence to the DFCCIL showing that such insurance has been taken out and maintained

and that the current premiums have been paid. Contractor shall be the Insuring party. DFCCIL shall be a beneficiary unless mentioned otherwise in this clause.

- 1.31.2 The contractor at DFCCIL cost shall provide, in the joint names of the DFCCIL and the O & M contractor, insurance cover from the start date to the date of completion of the contract for the following events which are due to the contractor's risks:

Loss including loss due to theft of or damage, including vandalism, to Machines all Equipment, machine tools, materials including Spares – Value covering the full reinstatement cost.

- 1.31.3 Insurance policies and certificates for insurance shall be delivered to the DFCCIL **in original** for scrutiny and in case, as a result of DFCCIL scrutiny, the policies are adjudged to be not covering the above mentioned risks, Contractor shall be under obligation, to take additional coverage or for due modification in Insurance policy, at their own cost. All such insurance shall provide compensation payable in Indian Rupees to rectify the loss or damage incurred. Any Alterations to the terms of insurance shall not be made without the approval of the Engineer. Both parties shall comply with any conditions of the insurance policies.

- 1.32.1 Contractor shall be liable to pay/refund the amount collected as GST to the DFCCIL along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of DFCCIL is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

- a) Wrong/incorrect invoices issued by Contractor.
- b) No-filing of GST returns.
- c) Non-payment of GST collected from DFCCIL to the authorities.
- d) Any other non-compliance done by Contractor.

- 1.32.2 **General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the DFCCIL from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the DFCCIL relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the DFCCIL arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

- 1.32.3 **Retention Money:** Any payment liable to be paid by DFCCIL to contractor against the goods or services or both supplied by such contractor to DFCCIL shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to DFCCIL as per the provisions of GST Law.

1.33 CONSUMPTION OF HSD OIL BY MACHINE

HSD oil for track machine work will be supplied by DFCCIL. However, actual consumption of HSD oils should not be more than 5% (individual day) and 2.5% (on monthly average) of rated HSD requirement per Hour of Machine prescribed by OEM. If this limit shoots, then contractor

has to do engine overhauling even if it is not due as per schedule prescribed by OEM in order to bring the HSD consumption within the prescribed limits mentioned above in this clause.

- 1.34 **Jjurisdiction:** Both the parties agrees the for any dispute arising out of the contract, the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

CHAPTER VI

METHODOLOGY FOR PROCUREMENT OF MACHINE CONSUMABLES AND SPARE PARTS

BY

O & M CONTRACTOR

CHAPTER VI

METHODOLOGY FOR PROCUREMENT OF MACHINE CONSUMABLES AND SPARE PARTS

BY O & M CONTRACTOR

The methodology to be followed for the procurement of various machine spare parts by O & M contractor required for smooth working of machine is as under:

1.0 The list of items/parts required for track Machine Operation and Maintenance for this Contract are classified into 3 Categories which are as under:

- Items to be procured from OEM
- Items to be procured from branded suppliers.
- Items to be procured from local manufacturers

1.1 **OEM items:** The units/components for which no brand has been identified till now nor any drawing and specification has been developed by RDSO or Indian Railways are to be procured from OEM only and current lists enclosed as **Annexure - SP I**. The following types of items mainly are covered in this category:

- a) Hydraulic filters used on track machine and other hydraulic components for which no brand has been identified till date.
- b) All types of printed circuit boards (PCB) used on track machines and their components.
- c) ZF gear box and its spares.
- d) Most of the Hydraulic valves; pumps and motors for which no brand has been identified/used.
- e) Electronic spares not identified for any brand like data cable, gauges, digital display, sensor and switches.
- f) Pneumatic valves used in brake circuit including brake cylinder.
- g) Transmission gear boxes and their housing, cardon shafts
- h) Clutch assemblies of BCM/FRM machines.
- i) Engine spares
- j) Hydraulic coolers and radiators

1.2 **Branded items:** Branded items include those items which are brought out items of OEM and equivalent items of other reputed manufacturers used and tested successfully either by CPOH of IR or Zonal Railways. As on date, a list of 1283 items have been included in this category and is given in **Annexure-SP II**. The brand name has also been included in the list. Mainly the following types of items are covered in this category:

- a) Hydraulic pump and motor for which brand is already identified and established.
- b) Hydraulic hoses, pneumatic hoses, hydraulic and pneumatic gauges,

- pneumatic valves and cylinders.
- c) Transducer, potentiometers, cables, lights and batteries.
- d) Most of the bearings.
- e) Hydraulic seals, rotary seals for axles and gear boxes.
- f) Some of the hardware such as important fasteners, HTS bolts etc:
- g) Hydraulic and pneumatic adopters
- h) Accumulators

1.3 Own make items: Own make items include those units/ components for which drawing and specification have been developed by RDSO/CPOH/zonal railways. The items for which drawings and specifications have been developed by RDSO are included in the list as **Annexure - SP III (A)**. The items being procured by CPOH/Zonal Railways of Indian Railways for which they have developed their own drawing and specification have been included in the list as **Annexure - SP III (B)**.

2.0 Procurement of Branded items is to be done through authorized dealer/ manufacturer. The O & M Contractor should submit a certificate from the manufacturer in support of his authorization for the sale of concerned branded items at time of supply of any branded item to DFCCIL.

3.0 The List of items in different **Annexure** is dynamic and any spare in one Annexure may be shifted to another based on the experience gained. Similarly, the specified brands for a particular item can also be added or deleted. As and when Indian Railways/ Northern Railways migrate any item from one Annexure to another Annexure, it will be applicable for DFCCIL also.

4.0 In case drawing and specification of some spare parts of machine is not supplied by OEM and CPOH/Zonal Railways of Indian Railways have not developed the same, till that time it may be permitted for supply and use based on the sample for keeping the Machine running. In such cases, specific approval of Dy.CPM/TM shall be taken and the rate of same may be finalized as NS item.

5.0 Spare Part Numbering (SPN) system

For easy identification of various parts given in attached **Annexure-SP I, Annexure-SP II, Annexure-SP III (A) and Annexure-SP III (B)** each and every spares has been assigned a 11 digits identification number henceforth called **SPN (Spare Part Number)**. There are six types of coding number for proper nomenclature such as **A.BB.CCCC.D.EE.F**. Meaning of each letter and group of letters are as under:

A	Main Group
BB	Two digit sub group
cccc	Four digit serial number of component/unit
D	OEM/Branded Items/Own make Items
EE	Indian Railway/Zonal Railway
F	Check digit (sum of all above nine digits in single digit)

- i) **First digit** marked as **A** has been allotted for main group of machine assemblies with 1 to 9 such as hydraulics, electronics, tamping unit etc. Details of sections

are given in 5.1.

- ii) **Second and third digit** marked as **BB** has been allotted for subgroup as given in Para 5.2
- iii) **Fourth, fifth, sixth and seventh digit** marked as **CCCC** has been allotted for serial number of component/unit in each sub group with 0001,0002 and so on as per **Annexure-SP I, SP II, SP III (A) and SP III (B)**.
- iv) **Eighth digits** marked as **D** has been allotted for classification of items under the head of OEM, Branded and Own make etc.

Category	Code
OEM Items	1
Branded Items	2
Own Make Items	3

- v) **Ninth and Tenth digits** marked as **EE** for identifying the SPN allotted for Indian Railways or by Zonal Railway as under:

Railway	Code	Railway	Code
Indian Railway	01	North Eastern Railway	13
CPOH/ALD	02	North Frontier Railway	14
CPOH/RYP	03	Western Railway	15
CPOH/ER	04	West Central Railway	16
CPOH/WR	05	Southern Railway	17
Central Railway	06	South Eastern Railway	18
Eastern Railway	07	South Western Railway	19
East Central Railway	08	South Central Railway	20
East Coast Railway	09	South East Central Railway	21
Northern Railway	10	South Coast Railway	22
North Central Railway	11	Metro Railway, Kolkata	23
North Western Railway	12		

- vi) **Eleventh digits** marked as **F** is the check sum of sum for all previous 10 digits.

5.1 Main Group

All Items of Track Machines have been classified under nine main groups/assemblies with unique numeral as under:

Main Groups	Code	Main Groups	Code
Engine & Compressor	1	Tamping Unit & Lifting Unit	6
Hydraulics	2	Bearings	7
Pneumatics	3	Hardware, General Machine items and Consumables	8
Electrical & Electronics	4		
Axle & Gear Box	5	Rubber Items	9

5.2 Sub group

Items/spares of each main group are classified in following subgroups for its identification.

SN	Main Group	Sub Group	Code
1	Engine & compressor	Cummins	01
		Deutz	02
		Greaves	03
		Kirlosker	04
		SUN	05
		Lombardier	06
		Mahindra	07
		Caterpillar	08
		Ashok Leyland	09
2	Hydraulics	Hydraulic Pumps	01
		Hydraulic Motors	02
		Hydraulic Valves	03
		Hydraulic Cylinders & Accessories	04
		Critical Hydraulic Hoses & Fittings	05
		Hydraulic Hoses & Fittings	06
		Hydraulic coolers, accumulators and others	07
		Hydraulic Filters	08
		Hydraulic Seals	09
		Hydraulic Adopters	10
		Hydraulic Gauges	11
3	Pneumatic	Pneumatic Valves	01
		Pneumatic Brake System	02
		Pneumatic Cylinders	03
		Pneumatic Hoses	04
		Pneumatic Adapters	05
		Pneumatic Others	06
		Pneumatic Seals	07
4	Electrical & Electronics	PCB, Power Supply & Transformer	01
		Relay, IC, Transistor, Capacitor, Diode, Coil & Rectifier	02
		Switch & Contact Element	03
		Gauges, Sensors, LED, Encoders & .Indicators	04
		Transducer, Potentiometer & Resistance	05
		Pendulum	06
		Electricals Cables	07
		Circuit Breakers, Fuses, Coupler, Socket, Plug, Chord Wire & Angle Gear	08
		Fans, All Lights, Battery, Self-Starter, Alternator & Motor	09
		ALC, Panel, CWS,CMS, DAR & DRP	10
5	Gear Box &	ZF Gear Box	01

	Axles	Gear Box Housing	02
		Gears & Shafts	03
		Flanges & Couplings	04
		Cardan Shaft	05
		Pins, Bushes and Others	06
		Axles & Axle Assembly Complete	07
		Wheels	08
		Bogie & Housing	09
		Mechanical Brake assembly & Torque plates	10
		Sensing unit	11
		BCM Clutch Assemblies	12
		Complete Gear Box	13
6	Tamping and Lifting Units	Sq. Cylinder, Tool Tilting Cylinder	1
		Tamping Unit Gear Box/Tamping Bank	2
		Tamping Arms	3
		Vibration Shaft	4
		Guide Rod, C R Bolts, Sleeve, Pins & Other misce.	5
		P.B. Bushes	6
		Fly Wheel, Flanges, Spacers, Couplers & Bracket	7
		Tamping Tools	8
		Auto Greasing	9
		Tamping Unit Sliding	10
		Lifting Unit Spares	11
7	Bearings	Ball Bearing	01
		Cylindrical Roller Bearings	02
		Spherical Roller Bearings	03
		Taper Roller Bearings	04
		Axial Thrust Bearings	05
		Rocker Bearings	06
		Pivot Bearings	07
		PG Bush	08
		Special Bearings	09
8	General Machine items, Hardware and Consumables	Allen Bolts	01
		Hexagonal Head Bolts	02
		Washers	03
		Split Pins	04
		CSK & Special Bolts	05
		Grub Screw, Machine Screw & Nuts	06
		All Tamper General except HOTSTAB	07
		BCM General	08
		FRM General	09.

		BRM General	10
		PQRS General	11
		TRT General	12
		T-28 General	13
		DGS General	14
		UTV & RBMV General	15
		RGM General Component	16
		Other Miscellaneous items	17
		Consumables/Paints	18
		Belts	19
		VPR General Items	20
		HOTSTAB General Items	21
		HOBCM General Items	22
		MDU General Items	23
9	Rubber Items	Engine Mounting Pad	01
		Cabin & Other Mountings	02
		Conveyor Belts	03
		Couplings	04
		Other Rubber Items	05
		Brooms	06
		Tamping Unit Seals	07

5.3 Category of spares: SPN are being allotted as explained below as example for SPN 10100011015:

SPN	1	01	0001	1	01	5
	Engine	Cummins Spare	Serial no. of Spare	PAC Item	Indian Railways	Checksum for Sum of 10 digits

5.4 Manufacture's identification Code

A unique code for identifying the machine manufacturer has also been assigned as tabulated below. This code is to be suffixed to SPN.

Firm's Name		Code	Firm's Name	Code	Firm's Name	Code
Plasser India		PL	Kalugaputmarsh	KA	Gemac	GE
Cummins		cu	Metex	ME	Kershaw	KE
Greaves		GR	Phooltas	PH	Srida	SR
Caterpillar		CA	Harsco	HA	Ameca	AM
Deutz		DE	SAN	SA	Sun	SU
Ashok Leyland		AS	Trident	TR	BHEL	BH
Kirloskar		KI	Loram	LO	CRCC	CR
For example, SPN '2.01.0001.1.01.6 PL' indicates hydraulic pump (OEM item) manufactured by Plasser India						

6.0 Consumables – Oil and Lubricants

- 6.1 Within 30 days of award of work, the selected Bidder has to submit Brand name of all consumables (oil and Lubricants) which Selected Bidder has planned/proposed to be used in Machines for which O & M contract has been awarded to him and same to be approved by Dy.CPM/TM/DFCCIL within next 7 days provided that selection of Brand of consumables (oil and lubricants) by O & M agency is among prescribed brands in OEM Maintenance manual of Machine. The selection of Brand of consumables (oil and Lubricants) will be among only those brands which are prescribed in OEM Maintenance manual. The Frequency of renewal/replacement should be as per Prescribed in OEM Maintenance Manual of Machines.
- 6.2 If during the currency of contract O & M Contractor wants to change the Brand of consumables (oil and Lubricants), then he can do that after taking approval of Dy.CPM/TM/DFCCIL subjected to condition that the proposed brand is prescribed by OEM of Machine.
- 6.3 **Payment of consumables – The cost of** consumables (oil and Lubricants) is covered in lump sum monthly rate of items mentioned in Schedule- A of Form 4 of RFP.

7.0 Consumables – Filters and Breathers

- 7.1 Within 30 days of award of work, the selected Bidder has to submit Brand name of all consumables (Filters and Breathers) which Selected Bidder has planned/proposed to be used in Machines for which O & M contract has been awarded to him and same to be approved by DY.CPM/TM/DFCCIL within next 7 days provided that selection of Brand of consumables (Filters and Breathers) by O & M agency is among prescribed brands in enclosed **Annexure – SP I, Annexure- SP II, Annexure-III (A) and Annexure- SP III (B)** of this RFP. The Frequency of replacement of Filters and Breathers should be as per Prescribed in OEM Maintenance Manual of Machines.
- 7.2 If during currency of contract O & M Contractor wants to change the Brand of consumables (Filters and Breathers), then he can do that after taking approval of Dy.CPM/TM/DFCCIL subjected to condition that the proposed brand has been included in updated in enclosed Annexure named **Annexure – SP I, Annexure- SP II, Annexure-III (A) and Annexure- SP III (B)** attached with this RFP by Indian Railways.
- 7.3 **Payment of consumables – The cost of** consumables (oil and Lubricants) is covered in lump sum monthly rate of items mentioned in Schedule- A of Form 4 of RFP.
- 7.4 The responsibility of procuring various filters and breathers rests with selected Bidder. If he is not able to arrange the same on time and for want of same Selected Bidder is not able to offer the Machine for availing the Traffic block on time, then it will be considered as non-availability of Machine for working on contractor's account. For minimizing/avoiding non-availability of Machine for working on this account, the selected Bidder has to maintain the adequate inventory of consumables (Filters and Breathers) at his own cost.
- 7.5 In case Selected Bidder is not able to arrange prescribed consumables (Filters and Breathers) **Annexure – SP I, Annexure- SP II, Annexure-III (A) and Annexure- SP III (B)** then Selected Bidder may request DFCCIL for Arranging the same at least 60 Days before actually required to be replaced in Machines. DFCCIL may arrange the same if feasible from OEM of Machine subjected to conditions that 1.10 times back-to-back expenditure incurred by DFCCIL for procuring the same will be deducted from next due running bill of O & M Contractor. The arranged materials have to be lifted and transported to Machine site by O & M contractor at his own cost.
- 7.6 If Selected Bidder is not able to offer the Machine for working on time due to delay in arranging the requested machine consumables (Filters and Breathers) by DFCCIL, then also it will be considered failure on the part of Selected bidder only and reduction in monthly payment will be done as laid down in Chapter – V of this RFP.

8.0 Supply of Spare parts of Machine

- 8.1 Selected Bidders has to use only those brands of spare parts of Machine which are prescribed brands in enclosed **Annexure – SP I, Annexure - SP II, Annexure - III (A) and Annexure - SP III (B)** of this RFP.
- 8.2 If during currency of contract O & M Contractor wants to change the Brand of spare parts of Machine, then he can do that after taking approval of Dy.CPM/TM/DFCCIL subjected to condition that the proposed brand has been included in updated in enclosed Annexure named **Annexure – SP I, Annexure- SP II, Annexure-III (A) and Annexure- SP III (B)** attached with this RFP by Indian Railways.
- 8.3 The responsibility of procuring various spare parts of Machine rests with selected Bidder. If he is not able to arrange the same on time and for want of same selected Bidder is not able to offer the Machine for availing the Traffic block on time , then it will be considered as non-availability of Machine for working on contractor's account. For minimizing/avoiding non-availability of Machine for working on this account, the selected Bidder has to maintain the adequate inventory of machine spare parts at his own cost.
- 9.0 **Any replacement/ repair to electronic circuitry of Machine and Datamatic of Machine** has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily arranging the OEM recommended part is the responsibility of the O & M Contractor.
- 10.0 In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 10% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor.. The time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as non-availability of Machine for working as per clause 1.12 of Chapter V of this RFP.

Chapter –VII

TENDER FORMS AND ANNEXURES (including schedule of prices)

Chapter- VII

TENDER FORMS

FORM No.	SUBJECT
Form - 1	Offer Letter
Form - 2	Tenderer's Credentials
Form - 2A	Technical Eligibility Criteria Details
Form - 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form - 3	Summary of prices
Form - 4	Schedule of Rates (SOR) and Total Prices
Form - 5	Bid Deposit
Form - 6	Bid Security Exception Declaration
Form - 7	Performance Guarantee Bond
Form - 7A	
Form - 8	ECS / NEFT / RTGS Form
Form - 9	Power of Attorney for authorized signatory of Single Entity
Form - 10	Draft MOU for Joint Venture Participation
Form - 11	Draft Agreement of JV
Form - 12	Pro-forma of Participation from each partner of JV
Form - 13	Power of Attorney for authorized signatory of JV partners
Form - 14	Power of Attorney to lead partner of JV
Form - 15 (IP)	Format of Pre contract Integrity Pact
Form - 16	Anti-profiteering declaration
Form -17 and 17A	Format for certificate to be submitted/upload by tenderer along with the tender documents
Form - 18	Make in India Policy of GoI
Form -19	Certificate of Responsiveness of Bid.
Form - 20	Deviation Statement
Form - 21	Format of Contract Agreement
Form -22	Performa for Time Extension
Form - 23	Certificate of fitness
Form -24	Performa of 7 days' Notice
Form -25	Performa of 48 Hours' Notice
Form - 26	Performa of termination notice
Form - 27	Final Supplementary Agreement
Form - 28	Standing indemnity bond for on account payment
Form - 29	
Form - 30	
Annexure-I	General condition of Dispute Adjudication Agreement
Annexure-II	Procedural Rules to Dispute Adjudication
Annexure-III	DAB Agreement
Annexure-IV	Detailed safety measures
Annexure-V	Quarterly Availability Certificate
Annexure-VI	Competency Certificate
Annexure – SP I	List of OEM Parts as per RDSO
Annexure – SP II	List of Branded Parts as per RDSO
Annexure – SP III (A)	List of Own makes Parts standardized by RDSO
Annexure – SP III (B)	List of Own makes Parts standardized by CPOH/ Zonal Railways

Signature of tenderer (s)
With seal

FORM - 1

OFFER LETTER

Tender Notice No. _____

Name of Work: Operation & Maintenance of DFCCIL's ----- Machine including supply of spares and other items for 12 years within DFCCIL Network.

.To,

Chief General Manager,
New Tundla Station/EDFC,
Village- Bhakti Ghari, Tehsil Tundla,
District- Firozabad, (U.P.)-283204

I/We, the undersigned, declare that:

- 1 I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of..... days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for DFCCIL, at the rates quoted on IREPS for quantities shown in Form 4 of this RFP and hereby bind myself/ourselves to complete the work in all respects within.....months from the date of issue of letter of acceptance of the tender.
- 2 I/We also hereby agree to abide by the General Conditions and Special Conditions of Contract of this RFP.
- 3 A Bid Security of Rs.....has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document.
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- 4 I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is..... valid upto..... (Copy enclosed) and hence Exempted from submission of Bid Security.
- 5 We are a Labour Cooperative Society and our Registration No.is.....with.....and hence required to deposit only 50% of Bid Security.
- 6 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.

Signature of tenderer (s)
With seal

7. We offer to execute the O & M Works in conformity with the Bidding Documents.
8. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
9. We have not been blacklisted/banned in accordance with para.1.3.13 (ii) of Preamble and General Instructions to tenderers.
10. We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) of Preamble and General Instructions to tenderers.
11. If our bid is accepted, we commit to deploying key equipment and key personnel consistent with the requirements of the work.
12. We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
13. All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
14. We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name..... In the capacity of.....
..... Signed.....Duly authorized to sign
the Bid for and on behalf of..... Date

FORM - 2

TENDERER'S CREDENTIALS

S. No	Description
1.	For technical experience/competence, give details of eligible Projects work done value during the last five financial years and current year (The payments received in tender opening month will not be counted) in the Performa given in Form-2A
2.	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e. current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the Performa given in Form-2B
3.	Give the constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

FORM – 2A**TECHNICAL ELIGIBILITY CRITERIA**

Details of the Eligible Projects Work Credential
(as per Para 1.3.13 (i) (b) of Preamble and General Instruction to Tenders)

Contract No.		
Contract Identification		
Description of the Eligible Projects		
Award date		
Completion date		
Role in Contract	[Prime Contractor or Member in JV]	
Total Contract Amount (Rs.)		
If member in a JV, Specify participation in total contract amount	[insert a percentage amount]	Total contract amount in Rs.
Total work done value year wise of Eligible Projects	Of Contract as whole	Share of Member in case of JV/partnership Firm
FY -2020-2021		
FY -2021-2022		
FY -2022-2023		
FY -2023-2024		
FY -2024-2025		
Current Financial Year (upto month previous to tender floating month)		
Employer's Name: Address: Telephone/Fax number E-Mail:		

Note:-

1. **Form 2A** is to be submitted separately for all Eligible Projects for which the bidder is claiming credential.
2. The Bidder shall attach certified Eligible Projects certificates of work done payments issued by clients of all Eligible Projects for which the bidder is claiming credential.
3. In case above documents clearly showing the amount of work done Eligible Projects anywhere in railway sector in any country of the world are not submitted by the bidder at the time of submission of his bid, his bid will be evaluated ignoring that credential.

**Name and Signature of Bidder
along with round Stamp**

Signature of tenderer (s)
With seal

Form - 2B

FINANCIAL ELIGIBILITY CRITERIA DETAILS
(as per Para 1.3.13 (ii) (b) of Preamble and General Instruction to Tenders)

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for the last 3 years			

1. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. However, in case the balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. The contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Note: Each Bidder or each member of a JV must fill this form separately:

FORM - 2C**APPLICANT'S PARTY INFORMATION FORM**

Bidder Company/Firm Name:
Country of registration of Company/Firm:
Year of constitution of Company/Firm:
Company/Firm legal address in country of constitution:
Company/Firm authorized representative information Name:
Address: <i>[insert street/ number/ town or city/ country]</i>
Telephone/Fax numbers:
E-mail address:
<p>➤ Following documents are to be attached:</p> <ol style="list-style-type: none"> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status. Copy of PAN card of Bidder firm. The authenticated copy of registered partnership deed and registration of the firm from registrar of firm in case of partnership firm if applicable). In case of proprietorship firm bidder will submit an affidavit, attested by Notary Public that "I am a sole proprietor of the firm in on Non judicial stamp paper of Rs 500/-. Bidder's profile duly filled in, as per tender document. Power of Attorney for signing the Application. If applicable, the Power of Attorney for Lead Member of JV; Article of association and memorandum in case of private/public limited company. Copy of E.P.F. registration. (optional) Copy of ESI Certificate. (optional) Copy of GST registration no. <p>➤ Organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

**Name and Signature of Bidder
along with round Stamp**

FORM - 3**SUMMARY OF PRICES**

Name of Work: Operation & Maintenance of DFCCIL's MPT56930 Machine including supply of spares and other items for 12 Years within DFCCIL Network.

RATE SHEET

I/we hereby agree and abide to do the work as below:

SOR Item No	Description of Item	Advertised rate of items as per Form - 4 of RFP (including 18%GST)	Quoted rate of item wrt to advertised rate	Remarks
Schedule A (For Manpower for Operation and Maintenance of MPT 56930)				
1	Operation and Maintenance of DFCCIL owned MPT 56930 Machine. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters needs to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown	Rs.22,58,274.00	% Above/ /Below/At par by Bidder	Rates to be quoted in online mode only.
Schedule B (For Supply of Spare parts of MPT 56930 excluding consumables and filters)				
1	Lump Sum Cost of all required spare parts of Machines (excluding all type consumables) during full contract duration, required for MPT 56930 Machine.	Rs.5,67,67,795.00 Lumpsum	At par	The rate for the schedule "B" items will be paid as per the latest awarded rate list/LOA's of Northern Railway for spare parts/consumables of Machines. In case any items is not reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North Western Railway and Central

Signature of tenderer (s)
With seal

				<p>Railway. The payment will be made as per the rate list of brands which actually has been used in Machine)</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Only OEM recommended spare parts/consumables are to be used. Spare parts/Consumables of other than OEM make can only be used if it is permitted as per provision of Chapter VI of this RFP. 2. Any replacement/repair to electronic circuitry of Machine and Datamatic of Machine has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily arranging the OEM recommended part is the responsibility of the O & M Contractor. However, in case of non-supply of any part by OEM to O & M Contractor, DFCCIL will procure and install/fix on Machine. The time lost in arranging the same by DFCCIL shall be considered as non-availability of Machine for working on O & M Contractor account and reduction in monthly payment will be done as laid down in Chapter – V of this RFP. 3. In case O & M Contractor fails to
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				<p>arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 10% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor.. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as non-availability of Machine for working as per clause 1.12 of Chapter-V of this RFP.</p>
Schedule C (POH of Machine)				
1	Manpower - Lump Sum manpower cost required for Periodic Overhaul of MPT 56930 including all T & P and equipments required for executing POH successfully. In this rate cost of tamping unit overhauling is also included. Note- During operation of this item, item No.1 of Schedule A items will not be operated	Rs. 45,16,548.00	% Above/ /Below/At par by Bidder	Rates to be quoted in online mode only.
Schedule D (IOH of Machines)				
1	Manpower - Lump Sum manpower cost required for Intermediate Overhaul of MPT 56930 including all T & P and equipments required for executing IOH successfully. Note- During operation of this item, item No.1 of Schedule A items will not be operated	Rs.12,42,965.00	% Above/ /Below/At par by Bidder	Rates to be quoted in online mode only.
Schedule E (Over Hauling of Tamping units)				

1	Manpower - Lumpsum manpower and other associated logistic cost required for overhauling of Entire Tamping unit of MPT 56930 machine. The cost of tools and plant required for doing overhauling and cost of transportation of tamping bank from DFCCIL premises to Contractors workshop and back (if needed) Note- During operation of this item, item No.1 of Schedule A items will not be operated.	Rs.12,60,000.00	% Above/ /Below/At par by Bidder	Rates to be quoted in online mode only.
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*** Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor.**

Notes:

- (i) The above prices are inclusive of duties, levies, etc. and 18% GST.
- a) **GST** as applicable from time to time on taxable value of each running account bill **shall be paid by Contractor for further deposition of GST to State Govt. and/or Central Govt.** as applicable. Documentary evidence of deposition of GST will be produced by contractor.
- b) The contractor should adhere to **Anti Profiteering Provisions** (in **Form-16**) as per section 171 of the CGST Act. Where due to a change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.
- (ii) The tenderer should quote single percentage above / at par / below for each item of all Schedules.
- (iii) If the uniform percentage quoted by the Tenderer does not clearly indicate whether the rates are above/at par/below the estimated rates then through sign convention it will be considered to be on plus side and evaluated accordingly

FORM - 4**SCHEDULE OF RATES (SOR) & TOTAL PRICE**

Name of Work: Operation & Maintenance of DFCCIL's MPT 56930 Machines including supply of spares and other items for 12 Years within DFCCIL Network..

SOR Item No	Description of Item	Unit	Qty.	Unit Rates in Rs. (Incl. 18% GST/Tax)	Amount in Rs. (Incl. 18% GST/Tax)
Schedule A (For Manpower for Operation and Maintenance of MPT 56930)					
1	Operation and Maintenance of DFCCIL owned DTE Machine. The rate of this item includes all cost of Manpower, taxes, duties, Consumables (which includes all type of filters, lubricants and oils except HSD) required for smooth Operation and maintenance of Machine. This item also covers the cost of all oils (Except HSD) and filters need to be replaced in IOH and POH schedules and also visit charges of Service Engineers for Preventive Maintenance of Machine and all planned Schedules of maintenance (except IOH and POH) and Breakdown	Nos	132	Rs.2258274.00	Rs.298092168.00
Schedule B (For Supply of Spare parts of MPT 56930 excluding various consumables and filters)					
1	Lump Sum Cost of all required spare parts of Machine (excluding all type consumables) during full contract duration, required for MPT 56930 Machine . The rate for the schedule "B" items will be paid as per the latest awarded rate list/LOA's of Northern Railway for spare parts/consumables of Machines. In case any items is not reflecting in rate list/LOAs of Northern Railways, then priority order for considering the awarded rate list/LOAs shall be North Central Railway, East Central Railway, Western Railway, North	Lumpsum			Rs.56767795.00

Signature of tenderer (s)
With seal

Western Railway and Central Railway. The payment will be made as per the rate list of brands which actually has been used in Machine)

Note:

1. Only OEM recommended spare parts/consumables are to be used. Spare parts/Consumables of other than OEM make can only be used if it is permitted as per **provision of Chapter VI of this RFP.**
2. **Any replacement/ repair to electronic circuitry of Machine and Datamatic of Machine** has to be done only by authorized Engineer of OEM with OEM recommended parts. In case OEM has not authorized anyone for same, then in that case by OEM only. Primarily arranging the OEM recommended part is the responsibility of the O & M Contractor. However, in case of non-supply of any part by OEM to O & M Contractor, DFCCIL will procure and install/fix on Machine. The time lost in arranging the same by DFCCIL shall be considered as non-availability of Machine for working on O & M Contractor account and reduction in monthly payment will be done as laid down in Chapter – V of this.
3. In case O & M Contractor fails to arrange required spare parts for proper O & M of Machines and requests DFCCIL to arrange the same on behalf O & M contractor

	from OEM, then if possible DFCCIL may arrange the same from OEM and will levy a penalty at @ 15% of total cost of Spare parts of Machine/Materials arranged from OEM on case-to-case basis from next running bill of O&M Contractor.. The Time lost/consumed in arranging the requested materials/spare parts will be on contractor account and will be considered as non-availability of Machine for working as per clause 1.12 of Chapter-V of this RFP.				
Schedule C (POH of Machine)					
1	Manpower - Lump Sum manpower cost required for Periodic Overhaul of MPT 56930 including all T & P and equipments required for executing POH successfully. In this rate cost of tamping unit overhauling is also included. Note- During operation of this item, item No.1 of Schedule A items will not be operated	Nos	1	Rs.45,16,548.00.	Rs.45,16,548.00
Schedule D (IOH of Machine))					
1	Manpower - Lump Sum manpower cost required for Intermediate Overhaul of DTE including all T & P and equipments required for executing IOH successfully. Note- During operation of this item, item No.1 of Schedule A items will not be operated	Nos	5	Rs.12,42,965.00	Rs.62,14,825.00
Schedule E ((OH of Tamping units)					
1	Manpower - Lumpsum manpower and other associated logistic cost required for overhauling of Entire Tamping unit of DTE machine. The cost of tools and plant required for doing overhauling and cost of transportation of tamping bank from DFCCIL premises to Contractors workshop and back (if needed)	Nos	6	Rs.12,60,000.00	Rs.75,60,000.00

	Note- During operation of this item, item No.1 of Schedule A items will not be operated.				
TOTAL OF Schedule (A + B+C+D+E+F) incl 18% GST				Rs.37,31,51,336.00	

* Tenderer should quote % above/below/at par for schedule “A ” , “C” , “D” and “E” and at par for schedule “B”.

** Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor.

Important Notes in connection of items of Schedule B SOR:

The Brand of spare part item to be used in DFCCIL Machines and Rate Payable to Selected Bidder shall be governed by Methodology for Procurement of Various Machine Spare Parts by O & M Contractor (Chapter-VI) of this RFP.

FORM - 5

Bid Security

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper of appropriate value, which should be in the name of the
Executing Bank).

.....**Bank's Name, and Address of Issuing Branch or Office**.....

Managing Director, DFCCIL
Acting through Chief General Manager/Tundla,
DFCCIL

Beneficiary: Dedicated Freight Corridor Corporation of India Limited.

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the Managing Director, DFCCIL acting through Chief General Manager/Tundla, Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204 . Dedicated Freight Corridor Corporation of India Limited, (herein called "**the DFCCIL**") having invited the bid for..... through Notice inviting tender (NIT)No..----- .We have been informed that. ...**[Insert name of the Bidder]** ----- (**hereinafter called " the Bidder"**) Intends to submit its bid (hereinafter called" the **Bid**").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,.....**[Insert Name of the Bank]**, with its Branch**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorized persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the DFCCIL:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the DFCCIL full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or

any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at anytime.
6. This guarantee will remain valid and effective from.....***[insert date of issue]*** till***[insert date, which should be minimum (90 days beyond the expiry of validity of Bid)]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security/Maintenance period plus 60 days.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
STATE	
BG ENABLED	

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date.....

Signature of tenderer (s)
With seal

Place.....

Bank's Seal and authorized signature(s)

*[Name in Block
letters].....*

*[Designation with Code
No.].....*

[P/Attorney]No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal
Bank's Seal

[P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Form - 6

Exemption Declaration

[Ref clause 1.3.29.1 of ITT)

(To be executed on non-judicial stamp paper notarized)

(Bid Securing Declaration In lieu of bid security in the following is applicable only to the Bidders Exempted from submission of bid security)

Bidder's Name _____

[Address and Contact Details]

Bidder's NIT No.._____ Date.....

To

Chief General Manager,
New Tundla Station/EDFC,
Village- Bhakti Ghari, Tehsil Tundla,
District- Firozabad, (U.P.)-283204

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.
2. We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Client Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:
 - i) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
 - ii) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.
3. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:
 - i) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
 - ii) forty-five days after the expiration of bid validity, any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

Signature of tenderer (s)
With seal

Form - 7

SAMPLE

Name of the Bank _____

Managing Director/ DFCCIL Bank Guarantee Bond No.____
Acting through_____(Designation Dated_and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director / DFCCIL acting through Chief General Manager/Tundla/DFCCIL/[Designation & Address of Contract Signing Authority], Dedicated Freight Corridor Corporation of India Limited hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No._____ dated_____made between_____(Designation & address of contract signing Authority) and_____(hereinafter called "the said contractor(s)" for the work_____ (hereinafter called "the said agreement") having agreed for submission of an irrevocable_____ Bank Guarantee Bond for Rs. ----- (Rs.----- Only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs.____(Rs.Only) on demand by the Government.
2. We_____(indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Chief General Manager/Tundla/DFCCIL/----- or _____(Designation & Address of contract signing authority) DFCCIL, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs. _____Only)
- 3 (a) We,_____(indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

Signature of tenderer (s)
With seal

4. We, _____ (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____ (Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.
6. We, _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the DFCCIL in writing.
9. This guarantee shall be valid upto _____ Unless extend on demand by DFCCIL. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before we, shall be

discharged from our liabilities under this guarantee thereafter.

Dated _____ The _____ day _____ of _____ For _____

_____(Indicate the name of bank)

Signature of Bank Authorize official
(Name):
Designation: Full
Address.

Witness:

1. _____

2. _____

Form -7A

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

Managing Director, DFCCIL
Acting through Chief General Manager/Tundla
DFCCIL.

Date:

Surety Bond No:

Issue

Date:

Amount of Bond:

Expiry

Date:

WHEREAS, In consideration of the Managing Director DFCCIL acting through Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District-Firozabad, (U.P.)-283204 (hereinafter called "DFCCIL") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No..

AND

WHEREAS the contractor is required to furnish Performance Security for the sum of Rs(Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No:

Date:

WHEREAS, we,....., (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay DFCCIL the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by DFCCIL any amount up to and including the aforementioned full amount without any demur, reservation or recourse. Any such demand made by DFCCIL on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes

raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3. On payment of any amount less than the aforementioned full amount, as per demand of DFCCIL, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to DFCCIL.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the contractor and without DFCCIL being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between DFCCIL and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the DFCCIL right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to DFCCIL or the Bond is released by DFCCIL before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by DFCCIL before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and DFCCIL hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of DFCCIL. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of DFCCIL available with DFCCIL. The Surety, under this Bond, shall be deemed as Principal Debtor of DFCCIL.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).
- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before XXXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated..... the day of 2025

15. The Insurance Surety Bond shall be verified by sending mail to concerned issuer of Surety Bond.

Place..

Bank's Seal and authorized signature(s)

[Name in Block letters] ...

[Designation with Code No.] ..

[P/Attorney) No.

Witness

1.

2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

Form - 8

**ECS / NEFT / RTGS
MANDATE FORM**

To

Chief General Manager, New Tundla
Station/EDFC, Village- Bhakti Ghari,
Tehsil Tundla, District- Firozabad,
(U.P.)-283204

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

Signature of tenderer (s)
With seal

Form-9

Power of Attorney for Authorized Signatory of Single Entity

(to be executed on non-judicial Stamp paper of appropriate value & Notarised)

"Know all persons by these presents, we _____ do hereby constitute, appoint and authorize Mr/Ms _____ who is presently employed with us and holding the position of _____ & who is located at Address-----, as our **Authorized Representative** (our attorney), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our submission of this Bid for O & M work of [Name of work to be mentioned by Bidder] vide NIT No. [NIT No need to be mentioned by Bidder] Including signing and submission of all documents and providing information/responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our Bid Submission till Contract is awarded. The Said Authorized representative shall continue to represent us (The Bidder and Contractor after award of the Works), during subsequent implementation of this Contract till the completion, in all respect, of the 'O&M Contract' Works during stipulated period of Completion or till revocation of this POA with the prior permission of the DFCCIL, as the case may be.

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

We, in addition, unequivocally, certify that the Signatory of this Power of Attorney (POA) has been duly authorized by Our Board of Directors (BoD) to issue POA, such as this one.

Dated this the _____ day of _____ 200 ____.

(Signature of Authorized Signatory)

(Signature and Name in Block letters of Signatory, Designation, Company, Cell number & E Mail ID) and Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:
Cell no- E Mail ID	Cell no- E Mail ID

Notary Attestation
Notary Stamp & Signature

Notes: The extract from BoD minutes, conveying authorisation of the Authorised signatory [for issuing this POA] to issue the POA, such as this one, shall be attached along with this POA.

Signature of tenderer (s)
With seal

Form - 10

**DRAFT MEMORANDUM OF UNDERSTANDING
(MOU) For JOINT VENTURE PARTICIPATION
BETWEEN**

M/s Having its registered office at.....(Hereinafter referred to as.....) acting as the Lead Partner of the first part,

And

M/shaving its registered office at (Hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

and

M/shaving its registered office at -----(Hereinafter Referred to as `-----') in the capacity of a Joint Partner of the other part.

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

WHEREAS:

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - (i) Notice for Bid, and
 - (ii) Bidding document
 - (iii) Any Addendum/Corrigendum issued by Dedicated Freight Corridor Corporation of India Limited
 - (iv) The bid submitted on our behalf jointly by the Lead Partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.
3. M/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of bid proposals, the parties agree to nominate As the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However M/s..... shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....
4. The 'Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:
 - (a) Lead Partner;
 - (i)
 - (ii)

- (iii)
- (b) Joint Venture Partner
 - (i)
 - (ii)
 - (iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITIES

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

6. ASSIGNMENT AND THIRD PARTIES

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

7. EXECUTIVE AUTHORITY

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

8. BID SECURITIES

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

9. BID SUBMISSION

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

10. INDEMNITY

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

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

12. DOCUMENTS & CONFIDENTIALITY

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

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be

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

14. VALIDITY

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

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client.

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

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

17. NOTICES

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

Lead Partner
.....
(Name & Address)

Other Partner(s)
.....
(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....
.....
(Seal)

M/s.....
.....
(Seal)

Witness

- 1.....(Name & Address)
- 2.....(Name & Address)

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

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

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

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

A. CONDITIONS AND TERMS OF JV AGREEMENT

1. Definitions and Interpretation
2. Joint Venture – Include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal Submission
4. Performance – To indicate scope of responsibility of each member
5. Language and Law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties
11. Severability
12. Member in Default
13. Duration of the Agreement
14. Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation

B. SCHEDULES

1. Project and Agreement Particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

Form - 12

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

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

No....
From:-----

Dated.....

To,
Chief General Manager,
New Tundla Station/EDFC,
Village- Bhakti Ghari, Tehsil Tundla,
District- Firozabad, (U.P.)-283204

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

Ref: Your NIT No..... Dated

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

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

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

OR

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

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
3. In the event of our JV being awarded the contract, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.
4. ***I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.**

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Company Seal

* Delete as applicable

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

Form - 13

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

POWER OF ATTORNEY*

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

Know all men by these presents, we ... do hereby constitute, appoint and authorize Mr/Ms who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of.....
Including signing and submission of all documents and providing information / responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

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

Dated this the day of 2025.

(Signature of authorized Signatory)

Signature of Lead Partner

Signature of JV Partner(s)

.....

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

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

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the Operation & Maintenance of DFCCIL's ----- Machine including supply of spares and other items for 12 Years with in DFCCIL Network

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

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

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid

attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of..... 2023

..... (Signature)

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

Witness 1	
Name:	
Address:	
Occupation:	
Witness 2	
Name:	
Address:	
Occupation:	

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----day of the month of----- 2025, between, on one hand, the Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector undertaking under Ministry of Railways (MOR 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

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

- 1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.
- 1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is 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 [B] 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 commit 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 disfavour 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.

- 34 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 35 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.
- 36 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.
- 37 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].
- 38 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 39 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. Bid Security

- 5.1 While submitting commercial bid, the [A] shall deposit an amount ____ (to be specified in RFP) as Bid Security, with the CLIENT through any of the following instruments:-
- i. Bank draft or a pay order in favour of _____.
 - ii. A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Bid Security 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 Bid Security for the period of its currency.
6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Bid Security (in pre-contract stage) and/or performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.
 - (vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this pact by [A]) to any middleman or agent or broker with a view a view to securing [B] the contract.
 - (ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], The shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 6.2 The client will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.
7. Fall Clause
- 7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems way supplied by [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.
8. Independent Monitors
- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDOER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be 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.

9.1 Law and Place of Jurisdiction: This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

10. 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.

11. The validity of this integrity pact shall be from date of its signing and extend up to 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. 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

BIDDER
CHIEF EXECUCTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

Note:

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

[B] - To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case was may be.

Form - 16

ANTI-PROFITEERING DECLARATION

TO WHOMSOEVER IT MAY CONCERN

I,age, years, Son/Daughter of, resident of..... Do solemnly affirm and state as under:

- 1) That I am the _____ <Designation of the authorized signatory> of
And I am duly authorized to furnish this undertaking/declaration on behalf of (Name of the company).
- 2) That (Name of the company) has been awarded the work (Name of Work) vide Letter of Award number Dated by M/s Dedicated Freight Corridor Corporation of India Limited.
- 3) That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s),
- 4) That the Company Has passed the benefit of input tax credit available on the (good/services) having HSN supplied to M/s Dedicated Freight Corridor Corporation of India Limited which it is getting on account of reduced tax liability and input tax credit because of enactment of GST Laws after introduction of Goods and Service Tax w.e.f. 1st July, 2017. The details and amounts being passed on to DFCCIL are provided in AnnexureOf this document and are as per applicable GST Laws. These are true and correct to the best of my knowledge, information and belief.
- 5) Further, it is to confirm also that in case..... (name of the organization) will receive any further benefit in future after 1st July, 2017 by way of ailment of input tax credits which were not allowed to be availed before 1st July, 2017 or reduction in tax rates or in any other manner which results in reduction of cost of the goods/services supplied to M/s Dedicated Freight Corridor Corporation of India Limited, then Company will pass that benefit to M/s Dedicated Freight Corridor Corporation of India Limited also.
- 6) That I declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.
- 7) I confirm that I am aware of the implication of the above undertaking and our liability on

account of incorrect/misleading declaration under the GST Laws.

Signature of the Authorized signatory/ person

Name and Designation of the Auth. Sign/person of the person

Name of the Organization and Seal

Executed on a non-judicial stamp paper of Rs.100/- duly notarized by notary public

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

(This certificate is to also be given by each member of JV or Partners of Partnership firm/LLP etc.)

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the

tender No..... of..... (DFCCIL)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the DFCCIL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the ~~affidavit~~ certificate 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 Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto ~~five~~ two year. Further, I/we (*insert name of the tenderer*) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the ~~affidavit~~ certificate submitted by us are found to be forged/false or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto ~~five~~ two year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Place:

SEAL AND SIGNATURE
OF THE TENDERER

Date:

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

Form17 A

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/

Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

I/We.....(Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

Form-18 (MII)

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

- 2 -

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

.....Contd. p/3

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

.....Contd. p/4

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- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

.....Contd. p/7

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

.....Contd. p/9

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

rajesh.gupta66@gov.in

Form-19**Check List of Documents to Be Uploaded by the Bidder for Responsiveness of Bid**

(refer clause No. 1.3.24 (d) vi of ITT)

Self-Declaration by the bidder

I/We fulfill the laid down Qualifying requirements as per this RFP. And I/We hereby submit following check list and documents in support of our bid responsiveness:

SN	Item	Remarks
1	Have you submitted a Covering Letter for offer as per Form-1	Yes/No
2	Have you furnished Details asked in Form 2 including Form 2A, 2B and 2C	Yes/No
3	Have you quoted Bid price online in the prescribed proforma on IRPES in Financial Bid packet?	Yes/No
4	Have you submitted a Bid Security? (Form- 5/ Form- 6)	Yes/No
5	Have you kept your offer valid for 120 days?	Yes/No
6	Have you kept Bid Security valid for 210 days?	Yes/No
7	Have you Submitted Form 8	Yes/No
8	Have you submitted Power of Attorney Format for Authorized Signatory as per Form- 9 or Form-13	Yes/No
9	Have you submitted Draft MOU For JV Between Parties as per Form- 10	Yes/No
10	Have you submitted Letter of participation from each partner of JV as per Form-12	Yes/No
11	Have you submitted the Integrity Pact Agreement as per Form-15(IP)	Yes/No
12	Have you submitted Anti Profiting Declaration in Form 16	Yes/No
13	Have you submitted Affidavit on Rs 100 Stamp paper as per Form 17 & Form 17A	Yes/No
14	Have you submitted/ uploaded Certificate of local content as per MII policy enclosed as Form 18 (MII)	Yes/No
15	Have you furnished the Clause-wise compliance/ Deviation comments in Format of	Yes/No
16	Have you submitted self-declaration for compliance of clause 1.3.30 of ITT on	Yes/No
17	Have you submitted various Documents as per Clause 1.3.6 of ITT.	Yes/No
18	Have you submitted Firms PAN card & GST Registration certificate	Yes/No
19	MSE Certificate (if applicable)	Yes/No

Signature & Seal of the Bidder.

Form – 20

PROFORMA FOR STATEMENT OF DEVIATIONS

- 1) The following are the particulars of deviations from the requirements of the GCC (Chapter IV of RFP)

CLAUSE	DEVIATION	REMARKS (Including-justifications)
---------------	------------------	--

- 2) The following are the particulars of deviations from the requirements of the SCC (Chapter V of RFP)

CLAUSE	DEVIATION	REMARKS (Including-justifications)
---------------	------------------	--

- 3) The following are the particulars of deviations from the requirements of Methodology for Procurement of Various Machine Spare Parts by O & M Contractor (Chapter VII of RFP)

CLAUSE	DEVIATION	REMARKS (Including-justifications)
---------------	------------------	--

(Name and Signature of Bidder)

Note:- Where there is no deviation the statement should be returned duly signed with an endorsement indicating “No Deviations”.

**SAMPLE
CONTRACT AGREEMENT**

THIS AGREEMENT ("Agreement") is made at ----- on the ____ day of _____ BETWEEN

- (1) Dedicated Freight Corridor Corporation of India Limited (**DFCCIL**) incorporated under the laws of India and having its principal place of business at, Office of ----- **India** (hereinafter called '**the Employer**'),

And

- (2) -----, a company / corporation / JV incorporated under the laws of -----having its principal place of business at -----

(hereinafter called "**the Contractor**").

WHEREAS in reference to a call for Tender for [Name of Work] as per [Tender Notice No.] at Annexure "A" here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for [**Name of Work**]

As per copy of the Letter of Acceptance of Tender No----- dated ---- complete with enclosure at the accepted rates and at an estimated contract value of Rs._____(Rupees----- only). Now the agreement with witness to that in consideration of the premises and the payment to be made by the Employer to the Contractor provided for herein below the Contractor shall supply all equipment's and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions in Annexure 'A' and 'B' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the contractor at the several rates accepted as per the said Annexure 'B' and in terms of the provisions therein.

Both DFCCIL and Contractor agrees that "In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein."

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official
official Name of the official

Signature of the authorized
Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said _____ Name

by the said _____ Name

On behalf of the Contractor in the _____
of:

on behalf of the Employer in the presence
presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

Enclosures:-

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

Note: This agreement shall be executed in Two counterparts, each of which will be deemed to be an original and both of which will be deemed to be a single agreement.

Form - 22
Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

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

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

Dear Sir,

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

will be taken in terms of Clause 62 of the General Conditions of Contract.

Yours faithfully

For and on behalf of the Employer

Name of the Official:-
Stamp/Seal of the Employer

Form - 23

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
I certify that I have personally examined (*name*) _____
3. Father's Name: son/daughter of _____,
residing at _____
4. Sex _____
5. Residence: _____
6. Date of birth, if available, and/or certified age _____
7. Physical fitness _____
8. Identification marks _____
9. Reasons for:

(a) refusal to grant certificate, or _____
(b) Revoking the Certificate _____

Who is desirous of being employed in a factory or on a work requiring manual labour and that his / her age as nearly as can be ascertained from my examination, is _____ years and that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

Signature or Left Hand
Thumb Impression of the
Person Examined

Signature of Certifying Surgeon

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

Form - 24
Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed program me for completing the work.
2. Your attention is invited to this office/CGM office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

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

Form - 25
Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Seven days' notice under Clause 62 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encased and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

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

Form - 26
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
(Without Prejudice)

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

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

The Final measurements of work executed by you against the said contract will be taken/started on.....at.....hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Kindly acknowledge receipt.

Yours faithfully

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

Signature of tenderer (s)
With seal

Form - 27

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year between the MD/DFCCIL, acting through the Dedicated Freight Corridor Corporation of India Ltd. (**DFCCIL**) having his office at _____ here in _____ after called the DFCCIL of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party here to 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.
4. And whereas the party hereto of the first part already made payment 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 _____ of value _____ duly

adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of Rs. _____ through _____ the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under 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, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the 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.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Form - 28

STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

We, M/s _____ hereby undertake that we hold at our stores Depot/s at _____ for and on behalf of the Managing Director/ DFCCIL acting in the premises through the Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204 or his successor (hereinafter referred to as “The Employer”) all materials for which “On Account” payments have been made to us against the Contract for (_____) on the section _____ DFCCIL also referred to as Group/s _____ vide letter of Acceptance of Tender _____ dated _____ and material handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the employer or as he may direct otherwise and shall indemnify the employer against any loss /damage or deterioration whatsoever in respect of the said material while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief General Manager, New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil Tundla, District- Firozabad, (U.P.)-283204 in charge of Dedicated Freight Corridor Corporation of India Limited (Whose address will be intimated in due course).

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

Dated this day.....day of..... 200

For and on behalf of
M/s(Contractor)

Signature of witness
Name of witness in Block letter.

Address.

Signature of tenderer (s)
With seal

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

- 1. Name:
- 2. Contact Details:
- 3. Prior experience (Including Experience with Arbitrations):
- 4. I do not have more than ten on-going Arbitration cases with me.
- 5. I hereby certify that I have retired from Railways w.e.f. and empanelled as DFCCIL Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
- 6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

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

Or

- I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
- 8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

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

Form - 30

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

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

Brief of claim:

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

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

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

Signature of Claimant
Respondent

Signature of

Agreement under Section 31(5)

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

Signature of Claimant
Respondent

Signature of

*Strike out whichever not applicable.

Annexure-I

General Conditions of Dispute Adjudication Agreement

1. Definitions	<p>Each "Dispute Adjudication Agreement" is a tripartite agreement by and between:</p> <p>(a) the "Employer";</p> <p>(b) the "Contractor"; and</p> <p>(c) the "Member" who is defined in the Dispute Adjudication Agreement as one of the three persons who are jointly called the "DAB" (or "dispute adjudication board") and, where this is the case, the other two persons are called the "Other Members".</p> <p>The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in this Dispute Adjudication Agreement, In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.</p>
2. General Provisions	<p>The Dispute Adjudication Agreement shall take effect when the Employer, the Contractor and each of the Members (or Member) have respectively each signed a dispute adjudication agreement.</p> <p>When the Dispute Adjudication Agreement has taken effect, the Employer and the Contractor shall each give notice to the Member accordingly. If the Member does not receive either notice within six months after entering into the Dispute Adjudication Agreement, it shall be void and ineffective.</p> <p>This employment of the Member is a personal appointment. No assignment or subcontracting of the Dispute Adjudication Agreement is permitted without the prior written agreement of all the parties to it and of the Other Members (if any).</p>
3. Warrenties	<p>The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall proMPT 56930ly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.</p> <p>When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:</p> <p>(a) experienced in the work which the Contractor is to carry out under the Contract,</p> <p>(b) experienced in the interpretation of contract documentation, and</p> <p>(c) fluent in the language for communications defined in the Contract.</p>
4. General Obligations of the Member	<p>The Member shall:</p> <p>(a) have no interest financial or otherwise in the Employer, the Contractor or the Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;</p>

Signature of tenderer (s)
With seal

- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 63.2 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for any site visit and hearings as are necessary; and
- (i) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any).

5. General
Obligations of
the Employer
and the
Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members (if any). The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he/she is relieved from liability under the preceding paragraph.

6. Payment The Member shall be paid as per fee defined by DFCCIL
- (a) a daily fee shall be considered as payment in full for:
 - (i) each working day spent reading submissions, attending hearings (if any), preparing decisions, or making site visits (if any); and
 - (ii) each day or part of a day up to maximum of two days travel time in each direction for the journey (if any) between the Member's home and site or another location of a meeting with Other Members (if any) and/or the Employer and the Contractor;
 - (b) all reasonable expenses incurred in connection with the Member's duties, including the cost of secretarial services, telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence costs; a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (a) of this Clause; and
 - (c) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The daily fee shall be as specified in the Dispute Adjudication Agreement.

Immediately after the Dispute Adjudication Agreement takes effect, the Member shall, before engaging in any activities under the Dispute Adjudication Agreement, submit to the Contractor, with a copy to the Employer, an invoice for (a) an advance of twenty-five (25) percent of the estimated total amount of daily fees to which he/she will be entitled and (b) an advance equal to the estimated total expenses that he/she shall incur in connection with his/her duties. Payment of such invoice shall be made by the Contractor upon his receipt of the invoice. The Member shall not be obliged to engage in activities under the Dispute Adjudication Agreement until each of the Members has been paid in full for invoices submitted under this paragraph.

Thereafter the Member shall submit to the Contractor, with a copy to the Employer, invoices for the balance of his/her daily fees and expenses, less the amounts advanced. The DAB shall not be obliged to render its decision until invoices for all daily fees and expenses of each Member for making a decision shall have been paid in full.

Unless paid earlier in accordance with the above, the Contractor shall pay each of the Member's invoices in full within 28 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 28 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice to the Employer and the Contractor. The notice shall take effect when received by them both. Any such notice shall be final and binding on the Employer, the Contractor and the Member.

7. Default of the Member

If the Member fails to comply with any obligation under Clause 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.

8. Disputes

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the Indian Council of Arbitration by one arbitrator appointed in accordance with these Rules of Arbitration

Annexure-II

PROCEDURAL RULES TO DISPUTE ADJUDICATION

- 1 The Employer and the Contractor shall furnish to the DAB one copy of all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the matter in dispute. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party. If the DAB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
- 2 The DAB shall proceed in accordance with Sub-Clause 63.2 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
- 3 The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
- 4 Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
- 5 The Employer and the Contractor empower the DAB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
- 6 The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 63.2, or as otherwise agreed by the Employer and the Contractor in writing. If the DAB comprises three persons:
 - (a) it shall convene in private after a hearing, if any, in order to have discussions and prepare its decision;
 - (b) it shall endeavour to reach a unanimous decision: if this proves impossible, the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Member to not make a decision.

Annexure-III

DISPUTE ADJUDICATION BOARD AGREEMENT

[for each member of a three-person DAB]

Name and details of Contract : _____

Name and address of Employer : _____

Name and address of Contractor : _____

Name and address of Member : _____

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB" [*and desire the Member to act as chairman of the DAB*] to adjudicate a dispute which has arisen in relation to

_____*

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract", and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a fee as per DFCCIL Schedule of Fee for Adjudicators.
3. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
4. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
5. This Dispute Adjudication Agreement shall be governed by the law of _____

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

for and on behalf of the
Employer in the presence of

for and on behalf of the
Employer in the presence of

for and on behalf of the
Employer in the presence of

Witness: _____

Witness: _____

Witness: _____

Name" _____

Name" _____

Name" _____

Address: _____

Address: _____

Address: _____

Date: _____

Date: _____

Signature of tenderer (s)
With seal

Annexure-IV

DETAILED SAFETY MEASURES

(A) MEASURES TO BE ENSURED PRIOR TO START OF WORK

- 1.1 The contractor shall not start any work without the presence of DFCCIL supervisors at site.
- 1.2 The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, DFCCIL supervisor of the section in whose jurisdiction the work falls.

(B) PROTECTION OF TRACK DURING EMERGENCY

1. Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains. At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a DFCCIL official of such danger and assist him in protection of track.
2. The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track after which he shall further proceed for not less than 1200m from the place of obstruction from BG track and plant three detonators at 10 m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45 m from the detonators. AtteMPT 56930s shall also be made to send an advice to the nearest DFCCIL/Railway station about the incident immediately.
3. Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above. In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.
4. Action to be taken if more than one track is obstructed.
 - i. In case of single line protection as above, it shall be done in both the directions from place of danger.
 - ii. In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
 - iii. The protection shall be done in that direction and on that track first on which train is likely to arrive first.
 - iv. The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
5. Equipment required for protection of track: Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. DFCCIL will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost
6. Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.
 - a. DFCCIL will provide lookout men.
 - b. The lookout men shall be properly trained in warning to staff at worksite about approaching train.
 - c. Only those lookout men shall be provided at site who have been issued with a competency certificate by the DFCCIL Supervisor.

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

1. No electrical work close to running track shall be carried out without permission of DFCCIL representative.
2. A minimum distance of 2 m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc
3. No electric connection etc. can be tapped from OHE.
4. Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
5. Power block is correctly taken and 'permit to work' is issued.
6. The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and If disconnected for the work, they are reconnected properly when the work is completed.
7. The track level is not raised beyond the permissible limit during the work.

(D) Dos and DONT'S FOR WORKING IN A.C. TRACTION AREA

DO(s)

1. In case of fire on electric traction equipment or wires:
 - a. Inform Traction Power Controller (TPC).
 - b. Extinguish fire by special extinguishers (Carbon tetrachloride or CO₂ type), if available.
 - c. Ensure no water jet directed at the fire is used under any circumstances.
2. Anything unusual on traction wires or eclectic rolling stock, inform Traction Power Controller or nearest Station Master.
3. In any emergency speak to Traction Power controller through the nearest means of communication.
 - a) Large metallic structures such as fencing, structural steel work of platform running parallel to the track should be earthed suitably.
 - b) Any tree or branches likely to fall on live conductor or nearer than 4m from the nearest live conductor shall be cut or trimmed by concerned staff in the presence of authorized staff of OHE.
 - c) Before taking up the work on a line running parallel to 2*25KV/25kV AC lines, the line shall be earthed on both the sides of the working party.
 - d) Ensure that distance between the two earths used for protection of working party does not exceed 1 km.
 - e) Keep clear of the track and avoid contact with the rails when electric train within 250m.
 - f) Special care should be taken to carry long pipes, poles or ladders so that it should not come in contact with or within 2m of live OHE.

DON'T(s)

- a) DO NOT approach within 2 meters (approximately 7 feet) of any traction wires or live equipment.
- b) DO NOT work on or near traction wires or any live equipment unless they are made dead, earthed, and shut down notices/permit to work obtained.
- c) DO NOT enter any switching station or remote-control center unless specially permitted.
- d) DO NOT permit unauthorized persons to operate any equipment even if it be for making it dead.
- e) DO NOT disturb any earthing or bonding or traction wires or connections to BEC (buried earth cable) or OPC (overhead protection cable).
- f) DO NOT touch a person in contact with live traction wires. Remove body only after power supply is switched off & earthed.
- g) DO NOT forget to give artificial respiration to the victim as per the prescribed procedure laid down at shock treatment charts.
- h) DO NOT touch any traction wire hanging from the mast or fallen on the ground and do not allow anyone else to touch it.

ANNEXURE -V

HALF YEALY AVAILABILITY CERTIFICATE FORMAT

The operation and maintenance of machines has satisfactorily performed for _____ days during the 6 consecutive months from _____ to _____ for which payment instalment is claimed. The details of Machines' availability days for 6 months is furnished below.

Half Year	Month	M/C Availability Days	M/C Non-Availability Days
Total days			

Average no of days available/month = Days

Dy CPM/Civil/DFCCIL

Annexure-VI

Format for Competency Certificate

Certified that Shri _____ Supervisor/Operator of M/s. _____ has been trained and examined in safety measures to be followed while working in the vicinity of running DFCCIL track for the work. His knowledge has been found satisfactory, and he is capable of supervising the work safely.

This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

-X-

END OF DOCUMENT