डेडीकेटेड फ्रेट कोरीडोर

Request for Proposal (RFP)

for

Long Term Comprehensive Maintenance Contract for Track **assets in the Section of New Bhaupur to New Khurja (338 Route** Km) including Sidings, loop lines, link lines etc. for Three years in **EDFC under CGM/Tundla .**

RFP No TDL-EN- CTM-24-27-R2

Dated: 22.03.2024

(Participation through e-Tender only)

Visit: www.ireps.gov.in/ its link at www.dfccil.com

(Help desk of IREPS: 011-23761525)

Employer:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Under Ministry of Railway

FIELD OFFICE

Chief General Manager

New Tundla Station/EDFC, Village- Bhakti Ghari, Tehsil-Tundla,

District- Firozabad, (U.P.)-283204

CORPORATE OFFICE

DFCCIL, 5TH Floor, Supreme Court Metro Station Building Complex,

New Delhi-110001

Signature Not Verified
Digitally signed by SHUBH KANT PANDEY
Date: 2024.03.22 13:04:25 IST
Reason: IREPS-CRIS
Location: New Delhi

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NOTICE INVITING E-TENDER

PART - I

Chapter I

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
A GOVERNMENT OF INDIA (Ministry of Railways) ENTERPRISE

No: TDL-EN- CTM-24-27-R2 **DATE: 22.03.2024**

NOTICE INVITING E-TENDER
National Competitive Bidding

Dear Sirs,

Name of Work: Long Term Comprehensive Maintenance Contract for Track assets in Section New Bhaupur to New Khurja (338 Route Km) of DFCCIL for Three years in EDFC under CGM/Tundla

1.1.0 DFCCIL invites e-tenders on single stage - two packet system on prescribed forms from firms / Companies / Joint Ventures and other eligible entities as detailed in Tender Document having requisite experience and financial capacity for execution of the following work:

Tender Notice No.	TDL-EN- CTM-24-27-R2 dated 22.03.2024
Name of the work	Long Term Comprehensive Maintenance Contract for Track assets in Section New Bhaupur to New Khurja (338 Route Km) of DFCCIL for Three years in EDFC under CGM/Tundla
Employer	Chief General Manager/ General Manager-Co-ord/Tundla, Address- DFCCIL office complex, New Tundla Station/ EDFC,Village- Bhakti Ghari, Tehsil-Tundla, Dist- Firozabad, UP-283204, E-mail- cgmtundla@dfcc.co.in
Type of Tender	Open E-Tender (Single stage – Two Packet)
Type of Contract	Works Contracts
Estimated Cost	Rs. 58,87,23,421/- (Including GST)
Completion Period	Three (3) years
Bid Security (Refer Para 1.3.8 of Part I, Chapter III Preamble & General Instruction to Tenderers)	Rs.30,93,700/- The Bid Security shall be submitted in favour of DFCCIL in theform as detailed in Para 1.3.8 of Preamble & General Instructionsto Tenderers (Part-I, Chapter-III). The original Bank Guarantee of Bid Security (also called Earnest Money) have to be dropped in Tender Box as mentioned in tender document at Employer's office before the scheduled date and time of submission of the tender.
Cost of Tender Document	Rs. 11800/- The cost of the tender document shall be deposited **through payment gateway provided on http://www.ireps.gov.in** on or before scheduled date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.

E-tendering website	**http://www.ireps.gov.in** For any help, please contact IREPS Helpdesk at 011-23761525
Date of uploading of NIT &Bid documents(online publishing date)	**On Date 22.03.2024**
Date of document download (Online)	**From Date 23.03.2024from 11.00 Hrs**
Issue of Corrigendum, if any	**Upto 15 (Fifteen) days prior** to the last date of submission of Bid (on websites **http://www.ireps.gov.in** and **www.dfccil.com**)
Pre-Bid Meeting (Refer Para 1.3.15 of Part I, Chapter III Preamble & General Instruction to Tenderers)	**1st Pre bid meeting on 01.04.2024 at 11.00 Hrs and 2nd Pre bid meeting will be on 12.04.2024 at 11.hrs** At office of Employer: Chief General Manager/ General Manager-Co-ord/Tundla, Address- DFCCIL office complex, New Tundla Station/ EDFC,Village- Bhakti Ghari, Tehsil-Tundla, Dist- Firozabad, UP-283204
Date & Time of Submission of Tender	On or before date 07.05.2024 **and time upto 15:00 hrs**
Date and Time of Opening of Tender online as well as tender box	**On Date 07.05.2024 at 15.30 hrs** For two-packet tenders, only technical bids -PacketA will be opened on above notified date. The opening date of Financial Bid (Packet-B) will be notified later.
Validity of offer	120 days from the date of opening of the Technical Bid of the Tender
Security Deposit	Not applicable as this contract is performance-based contract
Performance Bank Guarantee (Refer Para 1.3.8 of Part I, Chapter III Preamble & General Instruction to Tenderers)	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 in the form as given in clause 16.4 of GCC
Defect Liability Period	3 Months (for new works only)
Maintenance Period	Zero

1.1.1 Eligibility shall be assessed on applicants, fulfilling the technical capability, available bid capacity and competenceas well as for financial and organizational resources as specified in clause no. 1.3.13 (i) A, B & C of Preamble & General Instruction to tenders (Part - I, Chapter III).

1.1.2 Tender document will be available on DFCCIL's website www.dfccil.com, http://www.ireps.gov.in. However, the tender shall be submitted only on http://www.ireps.gov.in. Tenderers are advised not to make any corrections, additions, or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.

1.1.3 DFCCIL may issue amendment(s) [addendum(s) / corrigendum(s)] to the tender documents.In such cases the amendment(s) shall be issued and placed on DFCCIL's website:www.dfccil.com and http://www.ireps.gov.in at least 15 (fifteen) days in advance of date of opening of tender. The tenderer who have downloaded the tender documents from the website before issue of amendment(s) must visit the website and ensure that such amendment(s) (if any) is also

downloaded by them. Such amendment(s) (if any) shall also be uploaded duly stamped and signed / digitally signed along with the submission of tenders. **Any tender submitted without amendment(s) (if any) shall be rejected.**

1.1.4 The tender documents shall be submitted in online mode only through website http://www.ireps.gov.in in two e-Packets only viz Packet-A containing TECHNICAL BID and Packet-B containing FINANACIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers except Bill of Quantities and schedule of rates/quoted price are to be submitted in technical bid.

Bill of Quantities and schedule of rates (Form No. 3) with % age above or below or at par on the amount of Schedules duly filled are to be submit **online mode only** in "Financial Bid".

Tenderer shall submit the Cost of Tender Document in favour of DFCCIL as detailed in Para 1.3.4.3 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III).

Tenderer shall submit the BID SECURITY as detailed in Para 1.3.8 of Preamble & General Instructions to Tenderers (Part-I, Chapter-III) in original in the office of Employer, **Address-** DFCCIL office complex, New Tundla Station/ EDFC,Village- Bhakti Ghari, Tehsil-Tundla, Dist- Firozabad, UP-283204, E-mail-cgmtundla@dfcc.co.in **on or before the scheduled date and time of submission of tender.**

Financial Bid (as specified in "Financial Bid" in Tender Document) duly filled in is to be uploaded in "Financial packet". The rates must be filled after downloading the financial bid document in the prescribed format from the website http://www.ireps.gov.in. The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

1.1.6 **Procedure for e-tendering**

1.1.6.1 Accessing/ purchasing of Tender Documents.

1.1.6.2 It is mandatory for all the Tenderers to have class-III Digital Signature Certificate (DSC) from any of the licensed certifying Contractor (Tenderers can see the list of licensed certifying agencies from the link www.cca.gov.in) to participate in e-tendering.

1.1.6.3 To participate in the Bidding, it is mandatory for the Tenderers to register with IREPS portal to have user ID & password. IREPS portal is the only website for submission of Bid. Vender manual containing the detailed guidelines for e-tendering is available on IREPS portal. 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.

It is also mandatory for the Tenderers to get their firms registered with e-tendering portal.

1.1.6.4 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 a fresh registration.

1.1.6.5 The complete Bidding Documents can be viewed / downloaded by the Tenderer from IREPS portal as per the time and date mentioned on the IREPS portal.

1.1.7 Tenders shall be opened at the address given below as mentioned in Para 1.1.1 above in the presence of the tenderers or their authorized representatives intending to attend the opening.

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

i) Cost of Tender Document and Bid Security Deposit Details
ii) Technical offer- Technical Bid (Packet-A)
iii) Financial offer. (On a later date after scrutiny/evaluation of Technical Bid)

1.1.8 Tender shall be submitted as per "Preamble & General Instruction to Tenderers" forming as part of the complete tender documents.

1.1.9 Any tender received without Bid Security and/or Cost of tender document in the form as specified in the tender documents shall not be considered and shall be summarily rejected subjected to clause 1.3.8 (a) of Preamble & General Instruction to Tenderers.

1.1.10 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.

1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering processin case any of the information furnished by them is not found to be true. BID SECURITY of such tenderers shall be forfeited. The decision of DFCCIL in this regard shall be final and binding.

1.1.12 DFCCIL reserves the right to pre-qualify the Tenderer(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 Tenderer shall automatically come to the position of such disqualified Tenderer. Actionagainst such disqualified tenderers shall be taken as per above Clause No. 1.1.11 of Notice Inviting E-Tender.

1.1.13 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.

1.1.14 The validity of offer shall be 120 days from the date of opening of the Technical Bid of the tender.

1.1.15 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.

1.1.16 Tenderers must read all instructions regarding e-tendering process as mentions in PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS Part-I, Chapter-III.

1.1.17 Tenderers are advised to visit the https://www.ireps.gov.in regularly for information regarding tender. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and / https://www.ireps.gov.in only.

Chief General Manager/General Manager-Coordination/Tundla

For & on behalf of DFCCIL

GENERAL INFORMATION/ DATA SHEET

PART - I

Chapter II

GENERAL INFORMATION / DATA SHEET

Tender Notice No.	TDL-EN- CTM-24-27-R2 dated 22.03.2024
Name of the work	Long Term Comprehensive Maintenance Contract for Track assets in Section New Bhaupur to New Khurja (338 Route Km) of DFCCIL for Three years in EDFC under CGM/Tundla
Employer	Chief General Manager/ General Manager-Co-ord/Tundla, Address- DFCCIL office complex, New Tundla Station/ EDFC,Village- Bhakti Ghari, Tehsil-Tundla, Dist- Firozabad, UP-283204, E-mail- cgmtundla@dfcc.co.in
Type of Tender	Open E-Tender (**Single stage – Two Packet**)
Type of Contract	Works Contracts
Estimated Cost	**Rs. 58,87,23,421/- (Including GST)**
Period of Contract / Completion Period	**Three (3) years**
Bid Security	**Rs. 30,93,700/-** The Bid Security shall be submitted in favour of DFCCIL in theform as detailed in Para 1.3.8 of Preamble & General Instructionsto Tenderers (Part-I, Chapter-III). The original Bank Guarantee of Bid Security (also called Earnest Money) have to be dropped in Tender Box at Employer's office before the scheduled date and time of submission of the tender.
Cost of Tender Document	**Rs. 11800/-** The cost of the tender document shall be deposited **through payment gateway provided on http://www.ireps.gov.in** on or before schedule date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.
E-tendering website	**http://www.ireps.gov.in** For any help, please contact IREPS Helpdesk at 011-23761525
Date of uploading of NIT &Bid documents(online publishing date)	**On Date 22.03.2024**
Date of document download/ (Online)	**From Date 23.03.2024from 11:00 Hrs**
Issue of Corrigendum, if any	**Upto 15 days prior** to the last date of submission (on websites **http://www.ireps.gov.in** and **www.dfccil.com**)
Pre-Bid Meeting	**1st Pre bid meeting on 01.04.2024 at 11.00 Hrs and 2nd Pre bid meeting will be on 12.04.2024 at 11.hrs** At office of Employer: Chief General Manager/ General Manager-Co-ord/Tundla, Address- DFCCIL office complex, New Tundla Station/ EDFC,Village- Bhakti Ghari, Tehsil-Tundla, Dist- Firozabad, UP-283204

Date & Time of Submission of Tender	On or before date **07.05.2024 and time upto 15:00 hrs**
Date and Time of Opening of Tender online as well as tender box	**On Date 07.05..2024 at 15.30 hrs** For two-packet tenders, only technical bids -Packet A will be opened on above notified date. The opening date of Financial Bid (Packet-B) will be notified later.
Validity of offer	120 days from the date of opening of the Technical Bid of the Tender
Security Deposit	Not applicable as this contract is performance-based contract
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 in the form as given in clause 16.4 of GCC
Defect Liability Period	3 Months (For New work only)
Maintenance Period	Zero Month
DFCCIL's Bank Account	The DFCCIL's Bank Account details is as under for making deposit in cash for the purpose of Performance Guarantee is as under: Name of Bank: ICICI Bank, Tundla Branch Account No:191405001234 Type of Account: Current IFSC Code: ICIC0003200

PREAMBLE
&
GENERAL INSTRUCTIONS TO TENDERERS

PART-I

Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) Dedicated Freight Corridor

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector undertaking under 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.

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

(ii) Project Description

DFCCIL has decided to enter into a comprehensive track asset maintenance contract for a period of 3 years, The contract shall be a performance-based contract (PBC). The performance shall be in terms of reliability, availability, maintainability, safety, health and the environment (or RAMSHE). The Contractor is expected to deploy advance technology in monitoring the condition of assets and carry out predictive maintenance in a cost-effective way.

(iii) General instructions (for on line tendering system)

Submission of Online Bids is mandatory for this Notice Inviting Tender. An e-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of e-tendering which can be accessed on http://www.ireps.gov.in (Refer in the BID DOCUMENTS)

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

A. ACCESSING / PURCHASING OF BID DOCUMENTS:

The Tenderer who wishes to view free Notification and tender documents can visit DFCCIL's website www.dfccil.com or http://www.ireps.gov.in Interested Tenderers who wish to participate should visit website http://www.ireps.gov.in, which is the only website for bidding their offer. Further the procedure is as follows:

It is mandatory for all the Tenderers to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying Contractor ("CA") [Tenderers can see the list of licensed CAs from the link www.cca.gov.in] to participate ine-tendering of DFCCIL.
To participate in the E-bid submission, it is mandatory for the Tenderers to get themselves registered with the http://www.ireps.gov.in and to have user ID & password.

The BID DOCUMENTS can be viewed /downloaded from the http://www.ireps.gov.in free

of cost till one day prior to last date of submission of the tender up to 24.00 hrs.
Following may be noted-

1. Bids can be submitted only during the validity of registration with the http://www.ireps.gov.in.
2. The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the http://www.ireps.gov.in. which can also be seen on www.dfccil.com
3. Registration with the http://www.ireps.gov.in should be valid at least upto the date of submission of bid.

B. PREPARATION & SUBMISSION OF APPLICATIONS:

Detailed BID DOCUMENTS may be downloaded from IREPS website and the Bid may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on IREPS website. **Only Electronic Form (to be uploaded on the IREPS website)**

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

C. Document should be uploaded on the IREPS website (On line mode only)

(a) Power of Attorney for signing the Application

(b) If applicable, the Power of Attorney for Lead Member of JV;

(c) An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.

(d) SUBMISSION OF FIRMS CREDENTIALS in prescribed format mentioned in BID DOCUMENT

(e) SUBMISSION OF TECHNICAL PROPOSAL in prescribed format mentioned in BID DOCUMENT,

(f) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;

(g) Technical Bid Packet-A (duly signed & scanned or digitally signed), Financial Bid Packet-B (in online format) and other relevant documents

(h) Deleted

(i) Memorandum of Understanding (in case of JV) as per Form-9 (Part-IV, Chapter- II of BID DOCUMENT.

(j) Cost of BID DOCUMENT as detailed in Para 1.3.4.3 of Part-I, Chapter-III (Preamble & General Instructions to Tenderer) in favour of DFCCIL,

(k) BID SECURITY DEPOSIT as detailed in Para 1.3.8 of Part-I, Chapter-III (Preamble & General Instructions to Tenderer) in the acceptable form in favour of DFCCIL

(l) The Tenderer shall upload signed and scanned or digitally signed copies of the documents on the IREPS website before scheduled date and time of submission of Tender. No hard copy of the documents is required to be submitted (except original instruments of Bid Security deposit as detailed in BID DOCUMENT).

D. Modification / Substitution/ Withdrawal of bids:

(i) The Tenderer may modify, substitute or withdraw its e-bid after submission but prior to scheduled date and time of submission of tender. No Bid shall be modified, substituted or withdrawn by the Applicant after scheduled date and time of submission of tender.

(ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the scheduled date and time of submission of tender, unless the same has been expressly sought for by the Authority, shall be disregarded.

(iii) For modification of e-bid, applicant/tenderer has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

(iv) For withdrawal of bid, applicant/tenderer has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant/tenderer cannot re-submit e-bid again.

E. OPENING AND EVALUATION OF BIDS:

(i) Opening of Bids will be done through online process.

(ii) For participating in the tender, the authorized signatory holding Power ofAttorney 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 i.e. in the presence of the Tenderers who choose to attend. The DFCCIL Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

The Financial Bid of only those Tenderers, who technically qualify after technical evaluation, will be opened. The date of opening of Financial Proposal will be notified later on.

F. **ONLINE E-BIDDING METHODOLOGY:**

Online E- Bid System – Financial bids & Technical bids shall be submitted by the Tenderer at the same time. First the Technical Bid will be opened at the time and date notified in the tender notice. The Financial Proposal will be opened only of the qualified Tenderers after technical evaluation of Bids. The date of opening of the Financial Bid will be notified later on.

G. **BROAD OUTLINE OF ACTIVITIES FROM TENDERERS PERSPECTIVE:**

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

Note : *It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The size of the each document should not be more than 3.75 MB.*

H. **Digital Certificates**

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

I. **Registration**

Intending Tenderers are requested to register themselves with IREPS portal through https://www.ireps.gov.in for obtaining user-id and password.

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

J. **Help Desk for E-Tendering**

For any assistance, IREPS helpdesk may be contacted. Helpdesk options are available at IREPS portal's Home Page. IREPS helpdesk contact no. is 011-23761525.

(iv) SCOPE OF WORK:

Scope of Work shall be as per details given in Employer's Requirement, Bill of Quantity and Schedule of Rates (Form-3) GCC and SCC as detailed in Technical Bid packet A. However, Scope of Works in brief are given below:

1. The contractor shall carry out maintenance of the **track infrastructure** (Formation, Drainage arrangement (including bridge waterway) and P-way) of entire section from DFCCIL KM -515 to KM-852.53 including sidings, loop lines, link lines etc. under the jurisdiction of CGM/TDL of EDFC with his trained personnel who are uniformed and equipped with safety gears, such as shoes, retro reflective jackets etc. with the use of Contractor's own modern Tools & plants, equipment's, machinery.
2. The contractor is required to carry out comprehensive track maintenance of the entire section as per the extent provisions of this tender document.
3. Submission of Asset Maintenance Management Programme within 60 (sixty) days from the issue of LOA.
4. Submission of/ weekly/monthly Maintenance Reports, Report on KPIs, Report of unusual occurrences, Special Reports etc as mentioned in the relevant clauses on the formats given by DFCCIL official.
5. Taking Remedial Measures to repair or rectify the defects or deficiencies, if any, set forth in the Inspection Reports, track recording results and in DFCCIL Track Management System in respect thereof to the DFCCIL
6. Deployment of Manpower and machinery for Maintenance of Formation, Drainage and P-

way assets. Contractor had to maintain and manned 24X7 control room at New Tundla Station of DFCCIL for monitoring the real time defects and monitoring/planning of maintenance activities.

7. To take appropriate safeguard and actions for safety of track during Breakdowns and Accidents.
8. Contractors shall have to implement and use DFCCIL Track Management System which integrates track structure data, inspection data, track recording data and assist in maintenance of track infrastructure.
9. Keyman patrolling and other type of patrolling are not covered in scope of work. DFCCIL will deploy Key man for inspection and watch of track condition, but keyman is not supposed to recoup missing fittings or tightening of loose fittings. The responsibility of recouping missing fittings or tightening of loose fittings rests with contractor.
10. In case some theft of track components has taken place, then Contractor and Engineers Representative shall prepare joint theft note on the basis of which DFCCIL will lodged FIR, then only the stolen materials cost will be reimbursed to contractor and the Labour cost of recouping will be borne by the contractor.
11. Safety Management.

(v) **Cost of the work:** The estimated cost of the tendered work is Rs 588723421.40/- indicated in Part-I, Chapter-II (General Information/ Data Sheet)

(vi) The tenderer shall be governed by General Conditions of Contract (GCC), Preamble & General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC) and Employer Requirement. Wherever, there is a conflict in any condition between GCC and Special Conditions of Contract mentioned in the tender documents, the condition mentioned in Special Conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding. Part I, Chapter-IV and V of the tender document contains General Conditions of Contract and Special Conditionsof Contract specific to this work and shall be applicable in the contract.

(vii) **Location:**

Entire jurisdiction of CGM/TDL From Km 515 to 852.53 (Double line) including sidings/connections with IR and Link Line etc) between New Baupur and New Khurja. For details refer Form-4 of this Tender Document.

1.3.2 (a) Tender Bid

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

Packet -A

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i) and para 1.3.2 (b) (ii), here in after called "TECHNICAL BID ". The TECHNICAL BID (Packet-A) shall be opened on the date of tender opening and the detailed scrutiny of TECHNICAL BID shall be carried out.

Packet- B

Price elements of the Tender Bid as per para1.3.2 (b) (iii), herein after called "FINANCIAL BID. The "FINANACIAL BID" (Packet-B) shall be opened only of those tenderers who qualify in "Technical bid.

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

1.3.2(b) Form of Tender

The Tender documents shall be in **two separate packets** viz:**-**

"Packet-A" containing Technical Bid and "Packet–B" containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Form-3 are to be submitted in "TECHNICAL BID" i.e. Packet-A. Bill of quantity and Schedule of Rates with percentage above/below/at par duly filled in are to be submitted in "FINANCIAL BID".

Tenders not submitted in the proper Forms are liable to be rejected

(i) **Documents to be submitted in the office of CGM/GM-Co-ord/DFCCIL:-**

S. No	Description	Documents
(1)	Bid Security Document (in case of Bid Security submitted in the form of Bank Guarantee)	Original instruments of BID SECURITY (Bank Guarantee) in sealed envelope to be dropped in Tender Box at Employer's office.

(ii) **Documents to be enclosed with the TECHNICAL BID (Packet- A):-**

S. No	Description	Documents
(1)	Offer letter complete.	Form No.1
(2)	Tenderer's credentials in accordance with Para 1.3.13 (i), (ii) & (iii) of Part-I, Chapter-III (Preamble& General Instructions to Tenderers).	Form No. 2A, 2B, 2C & 2D
(3)	Affidavit for authenticity of certificates/ Documents	Form No. 22
(4)	Details of Bid Security in accordance with Para 1.3.8 and Cost of Tender Document in accordance with Para 1.3.4.3 of Part-I, Chapter-III (Preamble & General Instructions to Tenderers)	
(5)	Written confirmation authorizing the signatory of the tender to commit the tenderer and other documents as per format as applicable, in accordance with para 1.3.6 of Part-I, Chapter-III (Preamble & General Instructions to Tenderers).	
(6)	A copy of the tender papers including amendments duly signed and scanned or digitally signed by the tenderer on each and every page in token of his having studied the tender papers carefully shall be attached with the tender.	

(iii) **Documents to be enclosed with the FINANCIAL BID (Packet B):-**

S. No	Description	Documents
(1)	Bill of quantity and Schedule of Rates	Form No. 3

1.3.3 Tender Document

This tender document consists of following five parts:

PART/ CHAPTERS	DESCRIPTION
PART – I	
Chapter I	Notice Inviting E-Tender
Chapter II	General Information / Data sheet
Chapter III	Preamble & General Instructions to Tenderers
Chapter IV	General Conditions of Contract (GCC)
Chapter V	Special Conditions of Contract (SCC)
Chapter VI	Employer's Requirement
Chapter VII	DFCCIL's Obligation
Chapter VIII	Contractor's Obligation
PART - II	
Chapter I	Maintenance Standards of Track Maintenance
Chapter II	Assets Maintenance Management Program (AMMP)
Chapter III	Maintenance Reports
Chapter IV	Inspections
Chapter V	Manpower – Deployment of Minimum Manpower
Chapter-VI	KPIs
PART - III	
Chapter I	Precautions while working in close proximity of existing Indian Railways /DFCCIL Track
Chapter II	Codes & Specifications to be followed
Chapter III	Priority of Documents
PART - IV	
Chapter I	Tender Forms (including Schedule of Prices)
PART - V	Drawings
PART-VI	Annexures

1.3.4 Sale and Submission of Tender Document

1.3.4.1 Tender document can be viewed from DFCCIL's website www.dfccil.com, https://www.ireps.gov.in. Amendment(s) (if any) will be uploaded on DFCCIL website www.dfccil.com and https://www.ireps.gov.in only**.** For submitting the tender, the Tender documents and amendment(s) can be downloaded from the https://www.ireps.gov.in by the registered tenderers only. The details of registration and online tendering process is mentioned in Para 1.3.1 (iii) above.

1.3.4.2 Clause applicable for tender documents downloaded from Internet

Tenderer/s is/are free to download tender documents at their own cost, for the purpose of perusal. Master copy of the tender document will be available in the office. After award ofthe work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Employer's and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents submitted by Tenderer and the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.3.4.3 Cost of Tender documents downloaded from internet

For submitting the tender, the Tender documents and Amendment(s), if any, is/are available on https://www.ireps.gov.in and www.dfcc.com 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 payment gateway provided on http://www.ireps.gov.in on or before schedule date and time of submission of Bid. The proof of submission of cost of tender document should be uploaded along with the Technical Bid.

1.3.4.4 Complete tender documents must be submitted online **upto the scheduled date and time mentioned in the Para 1.1.1 of Notice Inviting E-Tender.** The **"Packet-A (TECHNICAL BID)"** will be opened on the scheduled day and time and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website **www.dfccil.com and https://www.ireps.gov.in.** The detailed procedure of tender opening will be as per para1.3.5.

1.3.4.5 Financial Bid shall be filled directly on the website https://www.ireps.gov.in through digital signature and not to be submitted in hard copy at all. The financial bid should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of Employer.

1.3.4.6 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.

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

1.3.4.8 Care in Submission of Tenders-

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to 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 concerned authority.

(iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the DFCCIL shall deposit the GST same to the concerned authority.

1.3.4.9 Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

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

1.3.4.11 Conditional tenders shall be rejected straightway.

1.3.4.12 The Tenderer shall submit only one bid in the capacity of an individual or sole proprietor, partnership firm or company. Violation of this condition is liable to disqualify the tenders in which Tenderer has participated and BID SECURITY of all such tenderers shall stand forfeited.

1.3.4.13 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 Para 1.1.1 of Notice Inviting E-Tender in the office of Employer's in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

(b) Bid of the Tenderers shall be opened through process of e-tendering. The sequence of opening shall be:

i) Cost of Tender Document and Bid Security Deposit Details

ii) Technical offer- Technical Bid (Packet-A)

iii) Financial offer- (On a later date after scrutiny/evaluation of Technical Bid)

(c) **'TECHNICAL BID (Packet- A)**': all the tenderers shall be opened and the contentsthere of i.e. qualification details shall be read out.

(d) After the opening of "TECHNICAL BID" (Packet-A) of all the tenderers, these bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice.

(e) The '**FINANCIAL BID** (**Packet–B)':** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are qualified after scrutiny of their Technical bid. The Financial bid of the tenders who do not qualify during scrutiny of Technical bid shall not be opened. The time of opening, date and venue shall be advised to qualified tenderers well in advance to enable them to depute their representative.

1.3.6 Constitution of the Firm:

1.3.6.1 Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Joint Venture (JV) / Company/ Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) 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/ Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.

(b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise /settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract. (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 submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the General Conditions of Contract.

(c) Joint Venture: The tenderer shall submit documents as mentioned in para 1.3.32 of this chapter.

(d) Companies registered under Companies Act-1956/2013: The tenderer shall submit (i) the copies of Memorandum of Association (MOA)/ Articles of Association (AOA) of

the company; (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company; and (iii) A copy of Certificate of Incorporation.

(e) **HUF:** A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender 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.

(f) **LLP (Limited Liability Partnership):**

(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 by all partners of the LLP 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 submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. 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:**

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

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

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

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

1.3.6.4 A tender from Joint Venture / Partnership Firm etc. shall be considered only where permissible as per the tender conditions. (See para 1.3.25)

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

1.3.7 Validity of Tender:

Tenderer shall keep his offer open for a minimum period of **120 days** from the date of opening of the Technical Bid 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, [Chief General ManagerNew Tundla Station/EDFC, Village-Bhakti Ghari, Tehsil-Tundla, District- Firozabad, (U.P.)-283204] deposited in any of the forms as mentioned in Sub-Para 1.3.8(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 shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of the tender. In the caseof 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 BG should also be extended failing which the offer after the expiry of the aforesaid period may not be considered by the 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 onhttps://www.ireps.gov.in. amount to Rs. 30,93,700/-

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 No. 23 (Part-IV, Chapter-II of Bid Document).

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

1. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (https://www.ireps.gov.in) while applying to the tender in tender Portal in Technical Bid Packet.
2. The original Bank Guarantee of Bid Security (also called Earnest Money) have to be dropped in Tender Box as mentioned in tender document at Employer's office before the scheduled date and time of submission of the tender.
3. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (https://www.ireps.gov.in) and/or non submission of original Bank Guarantee within the specified period shall lead to summarily rejection of bid.

(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 Employer. 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 submitted to Employer's office before the scheduled date and time of submission of the tender otherwise the Bid may not be considered.

(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 there on. 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 though a Letter of Acceptance (LoA). 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.

The Tenderer whose tender is accepted shall be required to appear in person at the Employer's office or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within **60 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 Bid Security 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 accept LOA within 7 days of issue of LOA or to execute the contract agreement within 60 days of of LOA issue date 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 Bid Security.

1.3.10 Security Deposit on Acceptance of Tender:

No Security Deposit will be applicable for this contract as the maintenance period is zero. In this contract the performance Guarantee will be 10% of accepted tender value.

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 anysuch action.

(b) The authority for the acceptance of the tender will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the DFCCIL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

1.3.13 (i) Eligibility Criteria

(A) : Technical Eligibility Criteria

	Criteria
I	The tenderer /JV firm or Lead Member of JV firm must have satisfactorily completed or substantially completed any one of the following categories of construction work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender *i.e. Rs.*17,66,17,026.40/- or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender *i.e. Rs.*23,54,89,368.60/- or *(ii)* One similar work costing not less than the amount equal to 60% of advertised value of the tender *i.e. Rs.* 35,32,34,052.90/-_. Or The tenderer /JV firm or Lead Member of JV firm must have satisfactorily completed or substantially completed any one of the following categories of maintenance work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 7.5% of advertised value of the tender *i.e. Rs.* 4,41,54,256.61/- or (ii) Two similar works each costing not less than the amount equal to 10% of advertised value of the tender *i.e. Rs.* 5,88,72,342.14/- , or (iii) One similar works each costing not less than the amount equal to 15% of advertised value of the tender *i.e. Rs.* 8,83,08,513.21/-

Note:

1. In case of composite work, the portion of only P-way work will be counted for purpose of similar work.
2. **Construction work**- The work related to construction of Railway line (new line/Gauge conversion/doubling/third line /quadrupling will be treated as construction work even though new P-way assets might have been created through this work.
3. **Maintenance work**- P-way works executed in connection of maintenance/renewal of existing railway system.
4. The value of completed works includes value of the cost of railways track material, if supplied by the tenderer in the completed work.
5. The tenderers shall submit requisite information as per Form 2A, along with relevant documents.

Note: **Similar Work** for this Tender is defined as: **'Construction and/or maintenance of Railway Track for Railway/Metro system.'**

(B) Financial Eligibility Criteria

Criteria
Requirement
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.

Note:

1. Contractual payments received by a Member in an earlier JV firm shall be reckoned only to extent of the concerned member's share in that JV Firm for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in tender for considerations.
2. In case the tenderer/s is a partnership firm, the turnover etc. shall be in the name of partnership firm only.

(C) Bid Capacity

The tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] – 0.33xNxB

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = Existing commitments and balance amount of ongoing works with tenderer as per Form No. 2C for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of –

(i) Maximum value of construction/maintenance works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per Form No. 2C for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

(a) In case if a Tenderer is JV, the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the Form No. 2C for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for **(a)** and **(b)** above should be duly verified by a Chartered Accountant.

(b) Value of a completed work/work in progress/work awarded but yet not started for 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 bid capacity in the tender under consideration.

(c) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

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

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

The tender/technical bid will be evaluated based on details submitted in Form No. 2C.

Explanatory Notes for Clause 1.3.13 (i) - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

   In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a Tenderer has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Notes of Para 1.3.13 (ii) (a),, the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost (P-way works) including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

7.0 **Partnership firm :**

7.1 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.

7.2 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.

7.3 In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of 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 7.2 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

8. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

9. In case company A is merged with company B, then company B would get the credentials of company A also.

1.3.13 (ii) Credentials of Tenderer

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

(a) For Technical eligibility criteria, the details will be submitted in Form No.2A along with supporting documents.

(b) For Financial eligibility criteria, the details will be submitted in Form No.2B along with supporting documents.

(c) For Bid Capacity, the details will be submitted in Form No. 2C along with supporting documents.

(d) Work experience 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 closing 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.

In case tenderer submits work experience 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.

The following will be applicable for evaluating the eligibility:

(i) The tenderer shall be considered disqualified/in-eligible if:

(a) The Tenderer or any of its partners and/or subcontractors included in the tender has been banned for business with Ministry of Railways/DFCCIL along with any of its attached and subordinate offices through an order issued by Ministry of Railways or DFCCIL pertaining to

banning of Business, with the banning being valid as on the date of submission the Tender.

(b) The Tenderer or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of application.

(ii) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

(iii) 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 otherthan INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi)above.

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

1. For the tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self –attestation shall include signature, stamp and date (on each page).

2. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted on IREPS portal by the Tenderer is enclosed as **Form-22.** Non submission of an affidavit by the Tenderer shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted documents of tenderer as far as his qualification for the tender is concerned.

3. The DFCCIL reserves the right to verify all statements, information and documents submitted by the Tenderer in his tender offer, and the Tenderer shall, when so required bythe 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 Tenderer of its obligations or liabilities hereunder nor will it affect any right of the DFCCIL thereunder.

1.3.14 Period of Completion

The currency of the contract is 3 years from the date of taking over of maintenance by the contractor. The same can be extended with mutual consent.

1.3.15 Pre-Bid Meeting

Two pre-bid meetings have 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 meetings have 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 Tenderer. All communication between the Employer and the tenderer shall be in writing. For the purposes of seeking clarification, the Employer's address is:

Chief General Manager /General Manager-Coordination/ DFCCIL,

DFCCIL office complex, New Tundla Station/ EDFC,
Village- Bhakti Ghari, Tehsil-Tundla, Dist- Firozabad,
UP-283204, E-mail-cgmtundla@dfcc.co.in

1.3.16 If the Tenderer/s deliberately gives any wrong information about credentials/documents in his/ their tenders and thereby create(s) circumstances for acceptance of his/their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend businesswith such tenderer. The BID SECURITY of such tenderers shall also be forfeited.

1.3.17 (a) Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

The Tenderer must indicate the percentage of local content as stipulated in Public Procurement (preference to Make in India), order 2017 as amended from time to time and its subsequent orders/ notification issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as class I local supplier is 50% and to qualify as Class II local supplier would be 20%. Non local suppliers are not eligible to participate as per provisions of the public Procurement (Preference to Make In India), Order 2017 and its subsequent amendment. The Tenderer shall be required to upload a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or by a practicing cost accountant or practicing chartered accountant (if Tenderer is other than companies), giving the percentage of local content. Preference shall be given to class I local suppliers as per provisions of the Public Procurement (Preference to Make in India), order 2017 and its subsequent amendments.

(b) Permission to Bid for a Tenderer from a country which shares Land boundary with India

Any Tenderer from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the Tenderer 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), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

1.3.18 Quantum of work and materials:

The indicative schedule of quantities of various items of works is included in **Form-3** of the tender documents.

1.3.19 Employer not bound to accept any tender:

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

1.3.20 Schedule of Rates

The **Form No. -3** of Part-IV, Chapter-II of BID DOCUMENTS list out the Schedule of Prices for various items. Based on these, the total tender value has also been worked out.

1.3.21 **Performance Guarantee:** The Performance Guarantee for this work will be 10% of the accepted contract value. Refer relevant clause of GCC.

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

1.3.22.1 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,".

1.3.23 Site Inspection:

Tenderers are requested to inspect the site and carry out careful examination to satisfy them as to the nature of work involved and facilities available at the site. They should note carefully all the existing structures and those under construction through other agencies. They should also study the suitability of utilizing the different 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., and satisfy themselves with regard to the feasibility of transporting the required materials, machinery and T&P etc. from the yard to the final site of work. **The Tenderers are directed to visit full railway section for which tender is invited to see the approachability of men and materials for inspection and maintenance activities and accordingly quote there bid price. Any claim on account of non-availability of approaches will not be entertained by DFCCIL in full contract duration.**

1.3.24 Tenderer(s) who can participate for this tender/Bid are company, firm, Joint venture/Partnership Firm/ Limited liability partnership/HUF/Registered society and Registered trust/MSE as per their eligibility detailed in this tender document.

1.3.25 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 Tenderer's obligations under the contracts; or

(iii) Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive bids.

e) If a bid is not substantially responsive, it shall be rejected by the DFCCIL.

f) In case of tenders containing any conditions or deviations or reservations about contents of tender document. DFCCIL can summarily reject such tender.

g) **Clarification of Bids**: To assist in the examination, evaluation & comparison and prequalification of the Tender, the DFCCIL may, at its discretion, ask any Tenderer for a clarification of its Bid. Any clarification submitted by a Tenderer that is not in response to a request by the DFCCIL shall not be entertained or considered. The DFCCIL request for clarification and the response of the Tenderer in this regard shall be in writing.

1.3.26 Evaluation and comparison of tenders

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

1.3.27 Canvassing

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

1.3.28 Award of Contract

1. DFCCIL shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post/ through bearer or through E-mail 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.

1.3.29 Understanding and Amendments of Tender Documents:

1. The Tenderer must own all responsibilities and bear all cost for obtaining all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
2. The Tenderer 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 Tenderer 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 Tenderer's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties 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 Tenderer 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.

1.3.30 Deleted

1.3.31 JOINT VENTURE (JV) FIRMS IN WORKS TENDERS:

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

1.3.32.2 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 of interest in the JV. The other members shall have a share of not less than 20% each in the case of JV. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

1.3.32.3 A member of JV shall not be permitted to participate either in an individual capacity or as a member of another JV in the same tender.

1.3.32.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent members or any person authorized by JV through Power of Attorney to submit tender.

1.3.32.5 Bid Security Deposit shall be submitted by JV or authorized person of JV either as :

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

1.3.32.6 A copy of Memorandum of Understanding (MoU) 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.

1.3.32.7 Once the tender is submitted, the MoU shall not normally 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.

1.3.32.8 Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not normally be allowed to be modified after submission of the 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.

1.3.32.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become 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 percontract conditions.

1.3.32.10 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 shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

1.3.32.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL 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:

1.3.32.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded shall be jointly and severally liable to the 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, damage caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

1.3.32.11.2 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.

1.3.32.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

1.3.32.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member 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/correspondences with respect to the contract would be sent only to this authorized member of the JV.

1.3.32.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the DFCCIL in respect of the said tender/contract.

1.3.32.14 Documents to be enclosed by the JV along with the tender:

1.3.32.14.1 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 or a copy of the Partnership deed registered with the Registrar.

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enterinto 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.

(iv) 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 /DFCCIL from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the General Conditions of Contract.

1.3.32.14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shallbe enclosed:

(i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern, and he is sole proprietor of the Concern OR 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.

1.3.32.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

(i) A copy of resolutions of the Directors of the Company, permitting the company to enterinto a JV agreement,

(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) ofthe company

(iii) A copy of 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 favor of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

1.3.32.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation of LLP

(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement.

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backedby resolution passed by the Partners) in favor of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability againstthe LLP.

(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India /DFCCIL from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

1.3.32.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents to be submitted:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Rules & Regulations of the Society

(iv) A copy of Power of Attorney, in favor of the individual to sign the tender documentsand create liability against the Society/Trust.

1.3.32.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

1.3.32.15.1 Technical Eligibility Criteria:

The technical eligibility for the work as per para 1.3.13(i)(A) of Chapter III Part I, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Note: Value *of a completed work done 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.*

1.3.32.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.3.13(i)(B) of Chapter III Part I. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.3.13(i)(B) of Chapter III Part I.

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.

1.3.32.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 1.3.13(i)(C) of Chapter III Part I. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

1.3.33 Participation of Partnership Firms in works tenders:

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

1.3.33.2 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 as per the Indian Partnership Act, prior to submission of tender.

1.3.33.3 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.

1.3.33.4 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 the currency of the contract except when modification becomes inevitable due to succession laws etc., in which caseprior 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 a change of constitution of the firm, in any case, shall be at the sole discretion of the DFCCIL and the tenderer shall have no claims whatsoever. Any change in the constitution of the Partnership firm after submission 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 submission 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 submission 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 conditions liable for determination of the contract under Clause 62 of the General Conditions of Contract.

1.3.33.5 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.

1.3.33.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by a partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.

1.3.33.7 On issue of 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.

1.3.33.8 On issue of 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.

1.3.33.9 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 the DFCCIL for execution of the contract in accordance with 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 the DFCCIL.

1.3.33.10 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 the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(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 /DFCCIL fromparticipation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the General Conditions of Contract.

1.3.33.11 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 para 1.3.13(i) of Chapter III Part I of the Tender document.

1.3.33 Deleted

1.3.34 The DFCCIL has appointed 2 (two) independent external monitors for the purpose of monitoring the Bidding Process and execution of the Contract Agreement for compliance with the principles specified in the integrity pact enclosed as Form no. 20. The co-ordinates of the independent external monitors are as under:

a) Shri. V. Kannan, Ex-CMD, Vijaya Bank, Address: TA-1, Krishna Regency,
Third Floor, Tata Silk Farm, K R Road,
Basavanagudi,Bangalore – 4,
Mobile No.08105305555, (email: Kannan.venkata@gmail.com)

b) Ms.Rashmi Verma, IAS (Retd.) Address: D-87,
Ground Floor, Panchsheel Enclave, New Delhi – 110017
Mobile No.9810735544, (email: verma.rashmi@rediffmail.com)

PART-I

CHAPTER-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

PART - I
CHAPTER IV

GENERAL CONDITIONS OF CONTRACT DEFINITIONS AND

INTERPRETATION

1. (1) **Definition:-**In these General conditions of Contract, the following terms shall have the meaningassigned hereunder except where the context otherwise requires:-

(a) "DFCCIL"/ "Employer" shall mean Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its Registered & Corporate office at Supreme Court Metro Station Building Complex, New Delhi 110001 which expression shall also include its legal successors and permitted assigns." Acting through CGM/GM(Co) or official specified in tender document.

(b) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matter which these presents are concerned on his behalf.

(c) "Managing 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 Railway.

(d) "Chief Engineer" shall mean the officer - in-charge of the Engineering Department of DFCCIL and shall also include Chief General Manager/ General Manager of DFCCIL.

(e) "Divisional Railway Manager" shall mean the Executive Director of a DFC corridor and shall also mean any officer nominated by "DFCCIL".

(f) "Engineer" and Employer's Engineer shall mean the Chief Project Manager/Chief General Manager/ General Manager (Coordination) of DFCCIL or his representative nominated to act as Engineer or PMC appointed by DFCCIL.

(g) "Engineer's Representative" shall mean the JPM/APM/DPM/PM/Dy.CPM/Addl. CPM of DFCCIL in direct charge of the work and shall include any Executive/Sr. Executive, of Civil Engineering appointed by DFCCIL and shall mean and include the Engineer's Representative of the PMC appointed by DFCCIL.

(h) "Contractor" shall mean the Person / Firm / LLP/ Trust / Cooperative Society or Company whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.

(i) "Contractor's authorized engineer" shall mean a graduate engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

(j) "Contract" shall mean and include the Contract Agreement, the accepted schedule of ratesof the Schedule or Rates of DFCCIL modified by the tender percentage for items of work quantified, or

not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.

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

(l) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.

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

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

(o) "Temporary Works" shall mean all temporary works of every kind required for the execution.

completion and/or maintenance of the works.

(p) "Site" shall mean the land and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the DFCCIL for the purpose of the Contract.

(q) "Bid" or "Tender", "Tenderer" or "Tenderer" wherever appearing in this document shall have the same and interchangeable meaning.

(r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the DFCCIL.

(t) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Indian Railway & CPWD, which includes-

(i) "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Indian Railway issued under the authority of the Chief Engineer of Indian Railway from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(ii) "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1. (2) **Singular and Plural**: - Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) **Headings & marginal headings: -**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

2.(1) **Execution Co-relation and intent of contract Documents: -**The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment's 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 havea well-known technical or trade meaning shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2.(3) If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall not withstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/CGM/GM/CPM/nominated by DFCCIL.

3.(1) **Law governing the contract: -** "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 byelaws as aforesaid and to pay all fees and taxes payable to any authority in respect hereof.

4. **Communications to be in writing: -** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. **Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and

address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.

6. **Occupation and use of land:-** No land belonging to or in the possession of the Railway / DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. TheContractor shall not use, or allow to be used, the site for any purposes other than that of executingthe works. Whenever non-railway bodies / persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. **Assignment or subletting of contract: -**

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the CGM/GM (Co) DFCCIL, save as provided below. Any breach of this condition shall entitle the DFCCIL to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of CGM/GM (Co) DFCCIL for the same. While submitting the proposal to DFCCIL, Contractor shall ensure the following:

(a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to DFCCIL, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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, registered at least 5 years back from the date of submission of proposal by Contractor to DFCCIL and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.

Note: *For subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the DFCCIL.*

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor 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.

(iii) There is no banning of business with the subcontractor in force over IR/DFCCIL.

(b) The Contractor shall provide the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(c) On receipt of approval from CGM/GM (Co) DFCCIL, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of DFCCIL, with prior intimation to CGM/GM (Co) DFCCIL.

(f) The Contractor shall indemnify DFCCIL against any claim of subcontractor.

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

Note: The Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the CGM/GM (Co) DFCCIL, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the CGM/GM (Co) DFCCIL can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and the contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. The contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the DFCCIL and this shall be deemed as 'excepted matter' (matter not arbitrable).

(k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the Contractor of any responsibility under the Contract.

8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability

therefore to endeavor to obtain or assist the contractor in obtaining the requiredquantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.

9. Deleted

10. **Carriage of materials: -** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

11. Deleted

12. **Representation on Works:-**The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

13. **Relics and Treasures:-**All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.

14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

15. **Indemnity by Contractors: -**The contractor shall indemnify and save harmless the Railway/ DFCCIL from and against all actions, suit proceedings losses, costs,damages, charges, claims and demands of every nature and description brought or recoveredagainst the Railways /DFCCIL by reason of any act or omission of the contractor, his agents oremployees, in the execution of the works or in his guarding of the same. All sums payable by wayof compensation under any of these conditions shall be considered as reasonable compensation tobe applied to the actual loss or damage sustained, and whether or not any damage shall have beensustained.

16.(1) **Security Deposit:** Not applicable to this contract.

16.(2)(i) **Refund of Security Deposit:** Not applicable for this work.

16. (2)(ii) **Forfeiture of Security Deposit**: Not applicable for this work.

16.(3) Not applicable for this work

16.(4) **Performance Guarantee** (P.G.)- The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful Tenderer shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the DFCCIL, submission of PG can be accepted on the next working day.
In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit full Performance Guarantee and other dues payable against that contract. In case a tenderer has not submitted Bid Security Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.
The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful Tenderer shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 10% (Ten percent) of the contract value:

(i) A deposit of cash through e-payment gateway in DFCCIL's Account.

(ii) Irrevocable Bank Guarantee;

(iii) Government Securities including State Loan Bonds at 5% below the market value;

(iv) Pay Orders and Demand Drafts issued by Scheduled Commercial Bank of India;

(v) Guarantee Bonds executed by any Scheduled Commercial Bank of India;

(vi) Deposit receipts/FDR in favour of DFCCIL(free from any encumbrance) issued by Scheduled Commercial Bank of India;

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(viii) Twelve years National Defense Certificates; (ix) Ten years Defense Deposits;

(x) National Defense Bonds and

(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

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

(d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 10% (ten percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with DFCCIL, shall be returned to Contractor as per his request duly safeguarding the interest of DFCCIL.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(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 the GCC.

(h) The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit an additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%.

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

17 A **Extension of time in Contracts:** This being a performance-based general maintenance contract for a defined

time period, normally extension of time period of the contract is not envisaged. However, DFCCIL will have the option to extend or reduce the time period up 25 % of the total duration of the contract. The contractor shall be bound to carry out the maintenance of assets at the accepted rates, terms, and conditions of the contract. In case any modification is required beyond (+/-) 25 % consent of contractor will be necessary and rates will be mutually decided afresh for the time period beyond (+) 25 %.

(i) Deleted.

(ii) Deleted.

(iii) Deleted.

17-B Deleted.

17-C Deleted.

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

18.(2) The contractor shall not lend or borrow from or have or enter into any monitory dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/CPM/GM (Co)/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 90 days from the date of issue of Letter of Acceptance (LOA) in writing to this affect from the Engineer and shall proceed with the same with due expedition and without delay.

19.(3) **Accepted Program of work:-** The contractor shall submit the Asset Maintenance Management Program as per provisions of chapter II part II.

19.(4) Deleted

20.(1) **Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) **Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

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

20.(4) Separate contracts in connection with works: The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors' reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the 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 suchproper 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, exceptas to defects which may develop in the other contractor's work after the execution of his work. The contractor shall coordinate and extend full assistance in electrical and S&T works done by other agencies/DFFCIL staff wherever needed. Any maintenance work required jointly with S&T and/or electrical counterparts, the same will be carried out as per requirement. The maintenance work shall also require coordination with the mechanical and operating department of DFCCIL/IR. Which should be understood by the contractor so as to achieve seamless maintenance work.

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

a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.(1) Adherence to codes, manuals, specifications and drawings : - The whole maintenance works shall be as per the relevant codes, manuals, specifications, other related technical guidelines and drawings.

22.(2) Deleted.

22.(3) Ownership of drawings and specifications: - All drawings and specifications and other relevant documents and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the

DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.

22.(4) **Compliance with Contractor's request for details: -** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.

22.(5) **Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the General Manager or CPM/CGM/GM (Co) 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:-** Some maintenance may have to be done during night. The contractor will have to make lighting arrangements for those. These activities can be mutually decided in advance Contractor shall not be eligible for any extra payment for the same.

24. **Damage to Railway / DFCCIL property or private life and property:-**The contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway/DFCCIL or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway/DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

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

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

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

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

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

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

26A.1 The minimum human resources requirement including technical personals at all levels, as given in Chapter II part V, shall be fulfilled by the contractor.

26A.2 In case the contractor fails to employ the maintenance personal, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as prescribed by the DFCCIL in this bid document.

26A.3 Deleted

27.(1) Workmanship and testing: The quality of work shall be assessed and monitored on the basis of various inspections, TRC, OMS, performance audits and safety audits etc.

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

(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) The substitution of proper and suitable materials, and

(c) the proper re-execution, 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.

(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

28. Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or

otherwise and shall provide all labour, materials, equipment's, T & P and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. **Examination of work before covering up:-** Not applicable for this contract.

30. **Temporary Works:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporaryworks, the Engineer will cause them to be removed and cost as increased by supervision and otherincidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be removed by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

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

31.(2) **Deleted**

31.(3) **Deleted**

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

31.(4)(b) **Deleted**

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

33.(1) **Tools, Plant and Materials Supplied by DFCCIL:-** The Contractor shall take all reasonable care ofall tools, plant and materials or other property whether or a like description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good

order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33(2) Hire of DFCCIL **Machines and Equipment:-** Any machinery or equipment, except–those which are to be supplied free of cost as per the special conditions, can be given on hire for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement.

34.(1) **Precaution during progress of works:** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all temporary works as is necessary for the stability and safety of all structures and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water courses:- Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

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

35. Deleted.

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

(a) Provided for in the contract, or

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

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

36.(2) The Contractor shall not be entitled to any loss of profit or other but in the event of any suspension ordered by the Engineer for reasons other than aforementioned the contractor shall be paid @ 50 % of agreed monthly charges for general maintenance to cover the cost of human resources deployed for maximum duration of 3 months in whole contract duration. However, for specific item rate woks the payment shall be

done only for the actual work

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 abandonmentof the contract by the DFCCIL.

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

38. Deleted

39.(1) Rates for extra items of works:-

For item(s) not covered in Original scope of work, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause.

For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered in contract agreement, 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 Bill(s) of Quantities 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 the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
iii. 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 within 30 days of getting thedecision of the Engineer, supported by analysis of the rates claimed. The CGM/GM (Co)

/CPM's decision after hearing both the parties in the matter would be final and binding on theContractor and the DFCCIL.

40.(1) **Handing over of assets: -**When the duration of contract period is over the contractor shall hand over the assets in the similar conditions as it were at time of taking over assets for maintenance except the general wear and tear of the assets which is likely to occur during the service. Joint inspection for handing over shall be done in the similar fashion as was done at the time of taking over for maintenance. The deficiencies noted shall be attended by the contractor at his own cost. The Engineer's decision in the matter shall be final and binding.

40.(2) **Clearance of site on completion**:- On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary worksof 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 propertyas 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.

40A Deleted.

VARIATIONS IN EXTENT OF CONTRACT

41. **Modification to contract to be in writing: -** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the Contractor, and till then the DFCCIL shall have the right repudiate such

arrangements.

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

42.(2) (i) Unless otherwise specified in the contract, the accepted variation in quantity up to 25% of the quantity originally contracted.

(ii) 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 works.

(iii) In cases of variation beyond (+) or (-) 25 % the rates shall be mutually agreed by both contractor and the Engineer.

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 expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

42.(4) Variations In Quantities During Execution Of Works Contracts : Deleted.

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 on a monthly basis. 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. 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 (If so allowed or instructed -Deleted.

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. Normally payment will be made once a month. All payments due on the Engineer's or the Engineer's representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

Payment Procedure: The eligible running account bill/ due stage payment shall be made within 10 working days of the submission of the bill.

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 shall be paid as per Chapter-V Part-I Special Conditions of Contract of the Tender Document.

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

46A PRICE VARIATION CLAUSE:

46A.1 Applicability:

Price Variation Clause (PVC) shall be applicable in this contract. 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 one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 **Validity:** Rates accepted by DFCCIL shall hold good till completion of work and no additionalindividual claim shall be admissible except:

(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal ofany tax/cess on Works Contract as per Clause 37,

(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Adjustment for variation in prices of material, labour, fuel, steel, P & M and cement shall be determined in the manner prescribedhereunder.

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

46A.6 The percentages of labour component, material component, fuel component etc. in this contract shall be as under:

SN	Components		All works covered in Scope
1	Fixed	*	15
2	Labour	Lc	45
3	Steel	Sc	2.5
4	Cement	Cc	2.5
5	Plant Machinery & Spares	PMc	15
6	Fuel & Lubricants	Fc	15
7	Other Materials	Mc	5
		Total	100

* It shall not be considered for any price variation

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

W (incl. pvc)

$$=W*[0.15+0.45(Lq/Lb)+0.025(Sq/Sb)+0.025(Cq/Cb)+0.15(PMq/PMb)+0.15(Fq/Fb)+0.05(Mq/Mb)]$$

Where,

W Gross value of work done by Contractor excluding the Gross value of cost of materials supplied by DFCCIL either free or at fixed rate,

Lb Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the basemonth

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

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

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

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

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

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

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

Sb The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base month.

Sq The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.

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

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

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

Special Note:

(1) It is clearly indicated that price variation implies both increase as well decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.

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

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating Sq or Sb
1.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25 mm thickness; confirming IS2062, E 250 Gr "A"

(2). Relevant city for referring "JPC (Joint Plant Committee)"rates of steel items (Sq /Sb) in different field unit shall be as under :

SL	City	Field Unit
1.	Delhi	Noida, Jaipur, Ajmer, Ambala, Meerut, Tundla, Prayagraj West, Prayagraj East
2.	Kolkata	Deen Dayal Upadhyay, Kolkata
3.	Mumbai	Ahmedabad, Vadodara, Mumbai North, Mumbai South

46A.10 Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted.

47.0 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:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections or faults which may be noted subsequently but not later than one month after the issue of certificate. The same will be notified by the Engineer and the contractor shall be bound to attend the same at his own cost with in one month from such notice and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor andshall be recoverable from any moneys due to him under the contract.

49.0 Approval only by maintenance Certificate:- Not applicable for this work.

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

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

50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the completion certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the completion Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and

extent of any such obligations the contract shall bedeemed to remain in force between the parties thereto.

51.(1) **Final Payment:-** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "Contractor's authorized Engineer's measurements" of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contactor 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 General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, 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 woks 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 himis 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, produceor cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the

contractor under any statute rules or orders binding on the contractor.

52.0 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment ofa 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 maybe and also have a lien over the same pending finalization or adjudication of any such claim. In theevent 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 underthe 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 suchwithholding or retention under the lien referred to supra and duly notified as such to the contractor. However the contractor can deposit TDR / Bank Guarantee for a period decided by DFCCIL to get back the retained amount. For the purpose of this clause, where the contractor is a partnership firm or a limited company, theDFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

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

(i) Any sum of money due and payable to the contractor 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 fromthe 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.

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

LABOUR

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

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

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

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

55.0 **Provisions of payments of Wages Act:-**The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors of sub-contractors shall supply any labour to

be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

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

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

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

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

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

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub- contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under theaforesaid 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 DFCCILunder 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 any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually

recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

The Contractor shall comply with the provisions of Para 30 & 36- B of the Employees ProvidentFund 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 General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website. 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 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 Shramikkalyan portal till ____Month, ____Year."

55D. Provisions of "The Building and Other Construction Workers (Regulation of Employment andConditions of Service) Act, 1996" and "The Building and Other Construction Workers' WelfareCess Act, 1996" :

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued fromthe Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

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

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

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

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

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

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

59.(3) **Preservation of peace:-** The contractor shall take requisite precautions and use his best endeavoursto 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 DFCCIL and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative 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 beprescribed 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 exercisehis influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) **Non-employment of female labour:** - The Contactor 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 Services /DFCCIL 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 MD DFCCIL 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 Deposits, Performance Guarantee (PG) and of that contract.

60.(1) **Non-employment of labours below the age of 15:-** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

60.(2) **Medical Certificate of fitness for labour:** - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a

reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) **Period of validity of medical fitness certificate: -** A certificate of fitness granted or renewed forthe 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 acertificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:-

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

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

DETERMINATION OF CONTRACT

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

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

61.(3) The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which

he did not derive in consequence of determination of contract.

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

(i) Becomes bankrupt or insolvent, or

(ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or

(iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or

(iv) Have an execution levied on his goods or property on the works, or

(v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or

(vi) Abandon the contract, or

(vii) Persistently disregard the instructions of the Engineer, or contravene any provision ofthe contract, or

(viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or

(ix) Fail to Execute the contract documents in terms of Para 1.3.9 of the Instructions to Tenderers.

(x) Fail to submit the documents pertaining to identity of JV and PAN, in terms of Chapter IV General Conditions of Contract.

(xi) Fail to remove materials from the site or to pull down and replace work after receivingfrom 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

(xii) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions

(xiii) 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

(xiv) 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 DFCCIL.

(xv)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by MD/DFCCIL 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 DFCCIL or any officer duly authorized in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

(a) The correct information as to the date of retirement of such retired engineer or retried 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 retried officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor.

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

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

62.(2) **Right of DFCCIL after, rescission of contract owing to default of contractor:** In the event of any or several of the courses, referred to in sub-clause (1) of the clause, beingadopted.

(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 balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

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

(c) Deleted

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

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

STATEMENT OF DISPUTES

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(Co) " 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(Co) 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(Co) 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(Co) 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 presiding member of the DAB from the same Panel.

63.2.2 The General condition of Dispute Adjudication Agreement is laid down in **Annexure No.-VI.** The appointment of DAB shall be effectuated by way of a tri-partite agreement among the DFCCIL, Contractor and the respective DAB members as per format of **Annexure No. - VIII**. 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 General Conditions of Dispute adjudication Agreement are laid down in **Annexure-VI**. DAB proceedings shall be conducted as per Procedural Rules to Dispute Adjudication laid down in **Annexure - VII.** 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 consultations 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 entitledto, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64. (1)(i) (b) A dispute, unless settled though Conciliation or in which DAB's decision has become final and binding, shall be finally settled by Arbitration as per Arbitration and Conciliation Act 1996 and its amendments thereof.

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

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

(b) The claimant shall submit his claim stating the facts supporting the claims along with all therelevant 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 periodof 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 amendor supplement the original claim or defence thereof during the course of arbitration proceedingssubject 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 otherwisedirected 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): In cases where the total value of all claims in question added together does not exceed ₹1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator from the List of Empaneled Arbitrators, nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by MD/ DFCCIL.

64.(3)(b): In cases not covered by the Clause 64(3)(a), the Arbitral Tribunal shall consist of a panel of three members, as the arbitrators. For this purpose, a broad based panel of Arbitrators shall be maintained in DFCCIL corporate office, New Delhi. The panel, which shall not be less than 5 members, shall be sent by CGM/GM (Co)DFCCIL to the Contractor to nominate one member of Arbitral Tribunal from the Pannel as Contractor's Nominee within 2 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 Arbitral Tribunal. Both above nominees shall jointly select Presiding Arbitrator of the Arbitral Tribunal from the same panel.

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 unwillingto perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD DFCCIL fails to act without undue delay, the MD DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3)(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): 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 no.24** shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalidmerely 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 could be inferred therefrom.

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

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on wholeor any part of the money for any period till the date on which the award is made.

64.(6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by 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 No.24** to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

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 as 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.

PART-I

CHAPTER-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

PART - I
CHAPTER V

SPECIAL CONDITIONS OF CONTRACT

1.5.1 This Tender shall be governed by Preamble & General instructions to tenderers, General conditions of Contract, Employer Requirement, Special conditions of contract, Technical Specifications, Drawings, Forms, Annexures, etc.

1.5.2 If there are varying or conflicting provisions in the documents forming part of the contract, Order of priority given at Chapter-III of Part-III shall be followed and Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.

1.5.3 Traffic Blocks / Power Blocks / Shut Down/ Speed restrictions:

(a) The Track Maintenance works can be in following categories:

(i) Requiring no Block/no Traffic slow down (speed restriction),

(ii) Requiring Traffic slow down (speed restriction) for short duration i.e. from sun rise to sunset of a day

(iii) Requiring Traffic slow down (speed restriction) for long period for more than one day, and

(iv) Requiring Traffic Blocks.

(b) The contractor shall submit to the Engineer the Speed restriction/Traffic Block/ Power Block planning of various maintenance activities at least on a fortnightly basis. The routine blocks should be planned during the designated corridor block timings. Any emergency requirement shall be dealt separately. The 7 days block planning (Monday to Sunday duration) is to be jointly signed and freezed by DFCCIL Engineer and Contractor by Friday of each week.

(c) The Engineer shall scrutinize planning submitted by contractor for SR/Blocks and finalize SR/Blocks planning in consultation with the contractor.

(d) Requisition for all type of blocks including emergency blocks, shall be placed by the Engineer and coordinated with OCC.

(e) In case any contractor's person notices any situation on track which can endanger the safety of the trains, he should immediately protect the track and try to stop the train. Then he should inform the supervisors of both DFCCIL and contractor who in turn shall rush to the spot and take necessary action. Till such time any supervisor reaches the person shall not leave the site.

(f) Noticing an IMR during USFD is also an emergency requiring immediate imposition of SR.

(g) Block period for UP/DN line shall be counted from the time the track of UP/DN line as the case may be is placed at the Contractors disposal at the work-spot till it is cleared by the Contractor.

(h) Blocks will be subject to normal operating conditions and rules of the DFCCIL. All formalities of exchanging private number etc. with the traffic control/traction power controller will be carried out by the Engineer and for this purpose the Engineer will depute a representative, who will be responsible for imposing power blocks/shut down and also removing the same

after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by Engineer/Engineer's representative in case of works involving safety of running tracks.

(i) The works required to be done under traffic block shall be carried out only in the presence of DFCCIL officials. The DFCCIL supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic block shall be carried out under the provision of banner flag and protection of engineering flagman.

(j) However penalties, if any, levied by DFCCIL caused due to any careless working or otherwise of violation of the Terms and Conditions of the track block, shall be payable by the contractor.

(k) All the track maintenance work shall be done under protection of work site as per procedure/rule by Erecting Red Banner Flags/Hand Signals/Detonators at prescribed distance from work spot. All the time LWR/CWR ballast profile, frequent attention to cess and ballast profile at Trespassing location to be ensured and defect any if notice shall be attended promptly.

1.5.4 Infringement of patents:

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

(b) In the case of patent taken out by the Contractor of the drawings or patterns registered by him,or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Employer the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desiresthe component parts required by him in carrying out the repair work. The employer, however shall ensure that there is no infringement of any patent right of the patent holder.

(c) Indemnification by contractor:- In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in

any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.5.5 Insurance: (CAR policy)

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

(a) Insurance against Injury to Persons and Damage to Property

The Contractor, as insuring Party, shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 1.5.12 (b) [*Insurance for Works and Contractor's Equipment*]) or to any person / animal (except persons insured under Sub-Clause 1.5.12 (c) [*Insurance for Contractor's Personnel*]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the Rs. 100 Lakh (Rs Hundred Lakh), with no limit on the number of occurrences.

The insurances specified in this Sub-Clause:

1) shall be effected and maintained by the Contractor as insuring Party,
2) shall be in the joint names of the Contractor and Employer,
3) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 1.5.12 (b)) arising out of the Contractor's performance of the Contract

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Employer, the Contractor and Subcontractors (wherever applicable) as separately insured.

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub-Contractor (whether applicable), other than death or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relationthereto.

(b) Insurance for Works and Contractor's Equipment

The Contractor, as insuring Party, shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the Date of Commencement, until the date of issue of the Taking-Over Certificate for the Works.

The Contractor shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the

Contractor in the course of any other operations.

The Contractor shall insure the Contractor's Equipment for **not less than the full replacement value, including delivery to Site plus 15% of replacement cost**. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

The insurances specified in this Sub-Clause:

(a) shall be effected and maintained by the Contractor as insuring Party,

(b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage,

(c) shall cover all loss and damage from any cause not listed as Employer's Risks,

(d) shall also cover loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the Employer's Risks, excluding (in each case) risks which are not insurable at commercially reasonable terms

(e) may however exclude loss of, damage to, and reinstatement of:

(i) a part of the Works which is in a defective condition due to a defect in its design, Materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),

(ii) a part of the Works which is lost or damaged in order to reinstate any other partof the Works if this other part is in a defective condition due to a defect in its design, Materials or workmanship

(iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and

(c) Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The Employer and the Engineer shall also be indemnified under the policy of insurance, exceptthat this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

(d) Automobile Liability Insurance

The contractor shall effect and maintain an insurance covering use of all vehicle used by the contractor or its sub-contractors (whether or not owned by them) in connection with the design, construction, testing and commissioning of the facilities under the contract in

accordance with statutory requirements.

(e) Professional Indemnity Insurance

The Engineer will not issue any payment certificate until the Contractor has provided evidenceof this insurance and its period of effectiveness.

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

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

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

The Policies of the contractor shall remain in force throughout the currency of contract except for any specific insurance covers necessary for shorter period.

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

1.5.6 Accident:-

(a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

(b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

(c) The contractor' liability to meet third party claims of the type outlined above will be applicable

only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limitedto Rs.50 lakh for any one accident without any limit on the number of accidents.

(d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to DFCCIL accidents, thefts, pilferage, or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation areprovisionally handed over to the employer.

1.5.7 Safety Measures:-

(a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway /DFCCIL premises and shall conform to the rules and regulations of the Railway /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 Railway /DFCCIL siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.

(b) The contractor shall abide by all DFCCIL regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.

(c) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway /DFCCIL, or Indian Railway/DFCCIL schedule of dimensions , in such a way that they do not hinder Railway / DFCCIL train operation or affect the proper functioning of or damage any DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.

(d) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the employer shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.

1.5.8 Guarantee / Defect Liability Period:-

(a) Guarantee / Defect Liability Period (Only for new works) for this contract shall be for a period of 3 months from the date of taking over by the Employer. Maintenance period for this contract is zero days.

(b) The Contractor shall guarantee that all the materials, components or equipment's replaced under during performance of this contract shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply and fixing of the materials, components or equipment's on track.

1.5.9 Payment

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

(i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.

(iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.

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

1.5.10 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / National Electronic Funds Transfer (NEFT/RTGS). The successful tenderer on award of contract must submit ECS/NEFT/RTGS Mandate Form complete in all respects as detailed at Form No. 8 of the tender document.

1.5.11 **Advances to Contractor:** No advance will be given to contractor as mobilization/machinery advance.

1.5.12 **Integrity Pact:-**As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any Tenderer, essentially envisages an agreement between the prospective vendors / Tenderers and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract. A copy of pre contract integrity pact is enclosed as Form No. 20 for signature of Tenderer as acceptance. The details of Independent External monitor (IEM) shall be collected from the office of CGM/GM(Co)DFCCIL whenever Required.

PART-I

CHAPTER – VI

EMPLOYER'S REQUIREMENT

1.6 The contractor shall execute maintenance of the track infrastructure (Formation, Drainage arrangement (including bridge waterway) and P-way) of entire section with his trained personnel who are uniformed and equipped with safety gears, such as shoes, retro reflective jackets etc. with the use of Contractor's own modern Tools & plants, equipments, machinery. The maintenance of section shall be carried as per provisions mentioned in Part II Chapter I of contract Document and in case maintenance procedure of any item is not covered in **this Chapter, then that asset has to be maintained as per** relevant IR Codes & Manuals. The obligations of the contractor and the DFCCIL are elaborated in the relevant para of this tender document.

1.6.1 The contractor is required to carry out comprehensive track infrastructure maintenance of the section as per extent provisions of this tender document consisting of following :

a. Execution of works pertaining to periodic and need based maintenance of the entire section as per provisions **Part-II , Chapter-I- Maintenance Standards of Track Maintenance** of this Bid document.

b. Permitting safe, smooth and uninterrupted flow of traffic on the section during normal operating conditions

c. Minimizing disruption to traffic in the event of accidents or other incidents affecting the safety and effective response to normalizing the traffic including maintaining liaison with emergency services of the Railways and the Government Instrumentality

d. Carrying out periodic preventive maintenance, corrective maintenance, routine and major maintenance of the section including prompt repairs of track, in accordance with the provisions of this Bid document.

e. Maintenance of all contracted Assets diligently and efficiently and in accordance with the provisions of this Bid Document and Good Industry Practices

f. Maintaining high standard of cleanliness and hygiene in the section

g. Taking all measures relating to fire precautions in accordance with relevant Applicable Laws including municipal regulations regarding fire precautions and safety, Applicable Permits and Good Industry Practices

h. All track machines required for routine track maintenance (except for Planned tamping on basis of TRC results), slack picking on the basis of TRC/OMS results and transportation of men, machinery, T&P and material for track maintenance are to be arranged by the contractor. In case contractor request for DFCCIL Track machines for tamping other than planned tamping, then it may be given by DFCCIL on Payment Basis as per rate of Tamping by DFCCIL laid down in **Annexure- Hiring of Track machines.**

i. Planned through tamping of main line /turnouts are to be done on the basis of TRC results as per Chapter-I of Part-II of this Bid document. The limits of Tamping lengths of Plain track and number of turnouts per year which are included in basic rates are as under:

SN	Element of Track	Unit	Qty
1	Main Line Plain Track	Kms	0.5 times of [total length of UP plus DN main line]
2	Main line Turnouts	Nos	[Total No of TO on UP plus DN main line]
3	1st loop Turnouts	Nos	0.5 times of [Total No of TO on UP plus DN 1st loop line]

For above, Tamping of track by track machines will be arranged by DFCCIL and contractor have to carry out pre and post tamping works without any additional payment from DFCCIL.

j. In case the required Planned tamping on the Basis of TRC results exceeds the limits mentioned in above item No. (j), then DFCCIL will carry out the tamping free of cost and for pre and post activity related to tamping work extra payment will be done by DFCCIL as per relevant item of BOQ of this Bid document. In case the requirement as per TRC results is less than the limits prescribed deduction shall be done for pre/post tamping operations.

k. The Contractor has to submit Tamping machine requirements within 3 days of receiving TRC results from DFCCIL.

l. The Contractor shall remove promptly from the section all released P-way materials at designated place and keep the section in a clean, tidy and orderly condition.

m. The contractor shall also undertake all the corrective/breakdown maintenance arising out of any failures of P-way assets at all times on a 24x7 basis all throughout the Contract Period including Sundays and holidays. It is expected that all faults and repairs would be attended expeditiously to minimize disruption of DFCCIL traffic.

n. The contractor shall not undertake any modifications to Railway system without approval of DFCCIL.

o. The Contractor shall carry out periodic testing and examination of equipment safety devices as may be required by the provisions of any enactment in force relating thereto or of any enactment, regulations or by-laws of any local or other duly constituted authority which may be applicable to such tests and to provide such copies of the test certificates, duly signed by the DFCCIL or its authorized representative.

p. The Contractor shall procure and maintain valid calibration certificates for quality and safety of assets, including all measuring equipment, tools & plants and special tools. The same shall stay valid and same shall be renewed from time to time before the expiry during the Contract Period.

q. Contractors shall undertake daily monitoring, reporting and data management for Key Performance Parameters. The Contractor shall, during the Contract Period, facilitate DFCCIL in management of inspections by DFCCIL, Railway Officials, other statutory authorities and their compliances along with emergency management.

r. All activities shall be executed with contractor's own manpower, required materials, machineries etc except supply of free materials as per **Annexure- Free materials (**Material to be Supplied by DFCCIL free of Cost).

s. The contractor shall deploy sufficient manpower, for executing various activities. However, he shall always maintain availability of at least 16 persons and a supervisor for every IMSD in his section on all 365 days. Sufficiently trained personals should be available for Rest, leave and training so that minimum numbers can be ensured.

t. Painting and brightening of letters on various p-way boards should be such that these are legible from running trains.

u. If necessary, de weedicides should be used to remove grass from the top of formation to have clear cess at all times for movement of patrolman/ workman.

v. The condition of side drains/catch water drains, chambers etc. shall be jointly recorded at the time of handing over the track to the contractor for maintenance to assess the initial repair requirement. One time repair/cleaning of side drains/catch water drains, chambers etc on basis of joint survey report will be done by contractor and payment for same will be done through relevant item of BOQ. After taking over sections by contractor all repairs (including cleaning) of side drains/ catch water drains, chambers etc have to be done by the contractor at his own cost. The muck taken out from drains should be thrown sufficiently away from track/water ways, so that it does not come again in

waterway.

w. During the initial joint survey (before taking over of section), one round of OMS run will be done and all peaks of OMS above 0.2g will be attended by OTT and payment for same will be done though relevant item of BOQ. After taking over the section all peaks are to be attended by contractor at his own cost.

x. During the initial joint survey (before taking over of section), all stretches with deficient ballast profile will be identified. At Identified locations one time ballast profile will be restored by contactor and payment for same will be done though relevant item of BOQ. If required, the ballast will also be trained out in identified stretches. One time training, balancing and profiling has to be done by contactor and payment for same will be done though relevant item of BOQ. After taking over of the section all ballast profiling is to be done by the contractor at his own cost.

y. **Action to be taken to attend monsoon emergencies**: - The contractor takes all precautions during monsoon to deal with any emergency because of heavy rains. Designated monsoon reserve material (as detailed in **Annexure-III**) should be arranged (at contractor cost) and stacked/stored at nominated depots at ground and in wagons. The wagons will be supplied by DFCCIL fee of cost. No separate Payment for supply, loading and unloading shall be paid. Sufficient labour should be mobilized as per direction of engineer to attend the unusual so that there is no disruption to traffic. Payment of recoupment of monsoon reserve materials shall be paid at mutual agreed rates.

z. Picking up the slacks and other bad spots: As soon as the contractor receives message for some OMS/TRC peak or jerk message, or noted by any inspecting official, he should first identify the exact location and type of defect to decide the remedial measure. Track should be attended as early as possible but not later than 3 days. The attended peak should not get reflected in the next OMS run. The packing should be done only with either an off-track tamper or by contractors' own tamping machines.

1.6.2 Assets Maintenance Management Programme

1.6.2.1 Not later than 60 (sixty) days from the issue of LOA, the Contractor in consultation with the DFCCIL, shall submit a assets maintenance management programme duly following procedure given in Part- II Chapter I and as per provisions of the contract (the "Assets Maintenance Management Programme **(AMMP)**" detailed in Part II, Chapter-II) for the periodic, preventive, corrective, routine and breakdown maintenance of the section in conformity with the Safety Requirements and Good Industry Practice, and shall provide 3 (three) copies thereof to the DFCCIL for its review and approval.

1.6.2.2 AMMP shall, in particular, include provisions for maintenance of Contract Assets and shall provide for periodic, preventive, corrective, routine and major maintenance which may be reasonably necessary for maintenance and repair of the Contracted Assets, including minor replacement thereof, such that its overall condition conforms to Good Industry Practice.

1.6.2.3 The DFCCIL will review the proposed draft of the AMMP shared by the Contractor and provide the Contractor with comments and/or changes required in such draft, if any, no later than 15 (fifteen) days after its receipt. The Contractor shall, accordingly, revise the aforesaid draft of the AMMP incorporating the comments of and changes suggested by the DFCCIL. The Contractor shall resubmit the modified draft of the AMMP to the DFCCIL within a period of 7 (seven) days of receipt of such comments for its approval.

1.6.2.4 The AMMP shall be reviewed and updated time to time as per modifications and new/latest instructions in Codes and Manuals issued by IR/DFCCIL once every year or earlier, if so required by the DFCCIL.

1.6.3 Reporting

1.6.3.1 **Monthly Maintenance Reports - D**uring the Contract Period, the Contractor shall, not later than 7 (seven) days after the close of each month, furnish to the DFCCIL monthly report stating in reasonable details about condition of the section, inspections including its compliances or otherwise with respect to the agreed AMMP and Safety Requirements, along with such other relevant information as may be required by the DFCCIL. The report, in particular, shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. The Maintenance report shall, *inter alia*, contain the particulars of activities carried out by the Contractor during last month. Any additional information as advised by DFCCIL time to time, shall also be included by the contractor in their reports.

1.6.3.2 Reporting by contractor and reconciling of the same by DFCCIL of achieved KPI on daily, weekly, monthly basis shall be done.

1.6.3.3 Reports of Unusual Occurrence - Contractor to submit a report in prescribed format immediately following every incident and unusual occurrence indicating the time of incident and its location, cause, remedial action taken, the time by which the service was restored and item replaced if any, a monthly summary of such reports shall also be submitted. Incidence and the status of rectification thereto to be also reported on a real time basis, followed by daily/weekly/monthly reports.

1.6.3.4 In case DFCCIL require special reports on maintenance of contracted assets, contractor shall provide the same in reasonable time without any extra cost.

1.6.4 Inspection

1.6.4.1 The Minimum inspections to be done by Contractor Personals are laid down in Part-II, **Chapter-IV - Inspections** attached with this tender. The DFCCIL Engineers shall check the records of inspection carried out by the Contractor's personnel every month. The Contractor shall be obliged to facilitate such inspection and implement the corrective measures identified by the DFCCIL pursuant to such inspection. DFCCIL will conduct Quality/safety audit [once in a month] jointly with Contractors team. Besides this , DFCCIL may also carry out independent safety audit by third parties periodically.

1.6.4.2 It is expressly agreed between the Parties that any inspection carried out by the DFCCIL or the submission of any Maintenance Inspection Report by the DFCCIL as per the provisions of this clause shall not relieve or absolve the Contractor of its obligations and liabilities hereunder in any manner whatsoever.

1.6.4.3 It is further agreed that the Contractor shall be solely responsible for adherence to the Key Performance Indicators specified.

1.6.5 Track Recording

For determining good health of the section conforms to the Maintenance Requirements and Safety Requirements in accordance with the provisions of this Agreement, the DFCCIL shall conduct periodic OMS [(once in a month)] and TRC recording runs [(once in 2 months)] and shall furnish reports to the contractor for rectifying defects/deficiencies if any.

1.6.6 Remedial Measures

1.6.6.1 The Contractor shall repair or rectify the defects or deficiencies, if any, set forth in the Inspection Report or in the track recording results (of OMS and TRC) in respect thereof to the DFCCIL and the DFCCIL within 15 (fifteen) days of receiving the Inspection Report or the test results, as the case may be, provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Contractor shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement. Regarding, locations requiring urgent maintenance, the contractor shall attend immediately

without any delay so as to maintain safety. Non availability of track machines in such cases will not be accepted as an excuse for not attending these locations. At no point of time the locations needing urgent maintenance (based on the results of TRC/OMS) shall be allowed to remain in the track so as to maintain safety. For timely attention DFCCIL shall arrange required traffic block (Corridor/emergency) on time.

1.6.6.2 In the event that remedial measures are not completed by the Contractor in conformity with the provisions of this Bid document, the DFCCIL shall be entitled to recover Damages from the Contractor under and in accordance with the provisions of key performance indicators as stipulated.

1.6.7 Inspection and Maintenance Management

1.6.7.1 The contractor shall use DFCCIL Inspection and Maintenance Management system. The Contractor shall procure and maintain computer workstations, laptops, IT equipment, printers and office equipment's & communication devices for Contractor's staff in office space provided by the DFCCIL.

1.6.8 Deployment Of Manpower and machinery for Maintenance

1.6.8.1 Along with AMMP, the contractor will provide the manpower and machinery deployment program required/planned for maintaining the contracted assets to specified standards.

1.6.8.2 The minimum Yard stick for Deployment of Contractors Key personal team for managing the Inspection and maintenance of contracted assets is attached as Part-II, **Chapter-V - Manpower** with this tender document, failing which penalty of Rs.10,000.00 per day for Team Leader and Rs.5,000.00 penalty for Dy Team Leader will be imposed on contractor.

- In case team leader is on leave or vacation, concerned Dy team leader should be assigned his work temporarily. The maximum absence of the team leader should not be more than 20 working days in one year (For leave period more than 20 days in a year penalty of Rs. 20,000.00/- per day will be imposed).
- At any given time, minimum 80% of the minimum number of personnel specified in the tender document shall be available In case it goes below minimum specified, then recovery rates for working days will be as under:

Sl No	Minimum availability of Non Key Personnel as specified in Tender Document at any given Time of work (Except Holidays)	Rate of Recovery from monthly payment
1	Below 80% and up to 60%	10%
2	Below 60% and up to 50%	30%
3	Below 50%	Not acceptable and action will be initiated as per provision of Contract.

In case contractor is able to maintain desired KPI's even by deploying only 80% manpower by using modern track/formation maintenance techniques and by deploying modern machines/by increasing the mobility of track maintainers, then for deploying additional resources he will not be paid any extra amount.

1.6.8.3 Minimum no. of working days in a calendar month for an individual employee shall be not less than 25 days. However, minimum 80% of stipulated manpower shall be deployed on all working days and minimum 50% on holidays also.

1.6.8.4 Night Team for emergencies shall be stationed at two locations (i.e IMD/IMSD HQ), consisting of Asst Manager, Artisans and Helpers for along with vehicles for movement with sufficient tools, plants, spares and consumables and men power to attend emergency situation.

1.6.8.5 The minimum number of personnel required to be deployed in different categories in various shifts of the day

as specified in this tender, have to be physically deployed on everyday basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the contractor as per the Statutory norms or rules etc. as applicable.

1.6.8.6 The CVs of the Team leader, Dy. Team Leaders, Managers, Asstt. Managers & Supervisors are to be submitted at the office of the DFCCIL for approval.

1.6.8.7 The personnel should be smartly dressed in neat and clean uniforms having the Firm's logo. The Uniforms and Personal Protective Equipment's (e.g. shoes, helmet, gloves, retro reflective jackets etc.) should be provided by the Contractors at his own cost.

1.6.8.8 Managers and Supervisors should be well trained in track maintenance practices through approved training institutes. A Certificate/ Documentary Proof to this effect shall be submitted before the start of work.

1.6.8.9 The Contractor shall deploy only trained manpower for p-way maintenance. For each deployed manpower, the contractor's Safety manager will issue competency certificate after judging his knowledge related to his working domain and track as well as his own safety.

1.6.8.10 The Contractor shall arrange safety seminar minimum once in week in which his safety managers shall counsel all his deployed manpower on aspects related to safety of track.

1.6.8.11 Contractor shall also arrange refresher courses to his deployed Managers/Asst. Managers/ Supervisors/Artisan/Maintainers at interval mentioned in IRPWM for railway employees. Involved in P-way maintenance activities at their own cost.

1.6.9 Safety, Breakdowns and Accidents

1.6.9.1 The Contractor shall ensure safe conditions for the safe running of trains, and in the event of unsafe conditions, breakdowns and accidents, it shall follow the relevant maintenance procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

1.6.9.2 The Contractor's responsibility for restoring movement of trains on the affected section shall also include the removal of carcass/part of dead body etc in respectable manner from the affected area as an initial response to any particular incident and shall also include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. The desired response time for attending the Breakdown as laid down in **Annexure-V** needs to be ensured. During normal course reported/ unreported CROs/ MROs have to be removed from Tracks as per DFCCIL directives and ruling by the contractor at their own cost.

1.6.9.3 In case, any accident takes place in the section , the cause of accident will be investigated by accident enquiry team or Commissioner Railway safety (CRS) as the case may be. The contractor has to make arrangements including T&P required for enquiry.

1.6.9.4 In case of non CRS enquiry, accident enquiry team will have a representative of DFCCIL, contractor from field unit, one expert having domain knowledge of Railway working from DFCCIL and Contractor Side. All 4 will collectively choose one additional member as Presiding Enquiry officer for investigation of the cause of accident and for submission of Enquiry report to DFCCIL and Contractor. In case the DFC field unit and Contractor are not agreeing on the name of Presiding Enquiry officer, then the concerned DFCCIL corridor Director will appoint the Presiding Enquiry officer. The Presiding Enquiry officer shall submit the report to ED of Corridor for acceptance and one copy each to concerned CGM/GM(Co) and Contractor. The decision of ED/DFCCIL hall be treated as final and binding on DFCCIL as well on contractor. In case accident enquiry team finds that the accident is due to fault of contactor, the following penalty/damages will be imposed on contractor from next running bill:

Penalty at rate of Rs.2,00,000.00 for each Minor derailment (restoration possible without ART) and Rs. 5,00,000 plus ART charges for each Major derailment (when restoration requires ART).

1.6.9.5 However, pending accident enquiry & finding out of the cause, contractor shall take expeditious action to restore the traffic on the section.

1.6.9.6 The outcome of the enquiry conducted by CRS or Enquiry team, the findings shall be binding upon the contractor and DFCCIL.

1.6.9.7 If the KPI's are not archived/disturbed due to any reason in any stretch for which contractor is not responsible then for that stretch contractor payment based on KPI's shall not be reduced for duration till track is restored to normal condition.

1.6.10 Section Closure

1.6.10.1 The Contractor shall not close any Sub-section of the Section for undertaking planned maintenance or planned repair works except with the prior written approval of the DFCCIL. Such approval shall be sought by the Contractor through a written request to be made to the Corridor Control Office, at least 7 (seven) days before the proposed closure of such Sub-section and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the DFCCIL shall grant permission with modifications as it may deem necessary. In case, DFCCIL fails to grant permission for Section Closure, the DFCCIL shall be responsible for consequences of non-removal of deficiency.

1.6.10.2 The provisions of Clause 1.6.10.1 shall not apply to closure of the section/sub-section for a period not exceeding [3 (three)] hours in a day at any time of the day specified by the DFCCIL as corridor block/Traffic block.

1.6.10.3 Upon receiving the permission pursuant to Clause 1.6.10.1, the Contractor shall be entitled to close the designated Sub-section for the period specified as agreed vide clause No. 1.6.10.1 without any levy of penalty provided total Block hours availed in month does not exceed the total block availed duration as laid down in clause No.2.6.3(1) for 100% performance. In the event of any delay in re-opening such section within agreed duration permitted vide clause No. 1.6.10.1, the Contractor shall pay Damages to the DFCCIL an amount calculated at the rate of Rs 1.0 lakh per hour (fractions will be rounded off i.e. more than 0.5 will be counted as one and up to 0.5 will be ignored) of the delay until the section has been re-opened for traffic, subject to a maximum amount equal to 1% (one) of the Performance Security.

1.6.10.4 In case of emergency block availed by contractor for doing some emergent repair work or in case due to some asset failure for which contractor is responsible, any sub-section is not available for running DFCCIL traffic then the monthly payment reduction as applicable for not meeting KPI standards will be imposed as laid down in clause No.2.6.3(4) for 100% performance..

1.6.11 Damages for Breach of Maintenance Obligations

1.6.11.1 In the event that the Contractor fails to repair or rectify any defect or deficiency set forth in the item No. 2.6.4 for 80% performance level within the period specified therein, it shall be deemed to be in breach of this Agreement and the DFCCIL shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at 0.10% (zero point one per cent) of the performance guarantee multiplied by weightage of that item as mentioned in last column of clause 2.6.4 of this bid document. Recovery of such Damages shall be without prejudice to the rights of the DFCCIL under this Agreement, including the right of Termination thereof.

1.6.12 DFCCIL's right to take Remedial Measures

1.6.12.1 In the event the Contractor does not maintain and/or repair the section or any part thereof in conformity with the AMMP and fails to commence remedial works within 30 (thirty) days of receipt of the Maintenance Inspection Report or a notice in this behalf from the DFCCIL, the DFCCIL shall, without prejudice to its rights under this

Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Contractor, and to recover its cost from the Contractor.

1.6.12.2 The DFCCIL shall have the right, and the Contractor hereby expressly grants to the DFCCIL the right, to recover the costs and Damages from the amounts payable to the Contractor under this Agreement and/or the Performance Security, as the case maybe.

1.6.13 Contractor has to carry out maintenance of P-way assets based on his own Inspection & Observations. He may refer the inspection data given by DFCCIL for deciding the maintenance requirement. TRC (once in 2 months) and OMS data (monthly) and various reports from DFCCIL Track Management System , shall form the main guidance for planning and deploying the maintenance resources. The track quality will be determined based on the TQI calculated as per the formula given in IRPWM utilizing TRC results. In addition to TRC , the contractor is also expected to deploy his own track geometry measurement system for picking up any track parameter going beyond threshold limit.

1.6.14 In case Contractor proposes different inspection practices w.r.t DFCCIL P-way Inspection yard stick or proposes any modification in the existing practices, involving latest inspection/monitoring technology , the DFCCIL shall permit it provided all safeguards are inbuilt in new inspection scheme. In case any disruption of traffic occurs by adopting new system of inspection, then old inspection regime has to be reintroduced.

1.6.15 Contractor shall have full freedom to economize life cycle cost of assets provided maintenance standards as per KPIs are adhered to and no compromise with safety is done.

1.6.16 DFCCIL along with Contractor to carry out Railway System Safety / Quality Audit with the maintenance Contractor once in a month.

1.6.17 Following Technical Specification of P-way materials, Processes and equipment's/T & P:

a) All materials and equipment's/T & P to be utilized for maintenance and repair of Formation as well as P-way assets are to be as per latest RDSO standards and specifications.
b) In case some materials and equipment's/T & P for which standard and specification are not approved by RDSO, then materials and equipment's/T & P as per BIS standards are to be used after approval of same from DFCCIL.
c) Materials and equipment's/T & P are to be procured by RDSO approved Firms for which RDSO has accorded approvals for Zonal railway.
d) In case for some materials and equipment's/T & P RDSO has not approved any firm, then materials and equipment's/T & P may be procured from other firms after approval of same from DFCCIL.
e) Contractor shall have to adopt Standard processes for execution of various activities as laid down by RDSO and different Indian Railways Manuals and reports.
f) In case method of execution for any particular activities are not laid down by RDSO and different Indian Railways Manuals and reports, then procedure being adopted by World's best Railways are to be followed.

PART-I CHAPTER –

VII

DFCCIL'S OBLIGATIONS

1.7.1 Within 30 days of award of the contract or submission of PG whichever is earlier, the Employer and Contractor will jointly survey the entire section. A detailed joint inventory of all P-way assets, material lying in section/stores and documents related to section.

1.7.2 Handing over process of full P-way assets of entire section shall be completed within 90 days of date of issue of LOA

1.7.3 Joint detailed survey by team of DFCCIL and Contractor representative for identifying defective/deficient P-way fittings and fixtures in the existing permanent way infrastructure is to be done within 60 days of issue of LOA. All P-way fittings and fixtures will be supplied by DFCCIL free of cost to contractor at designated locations for replacing/recouping the defective/deficient P-way fittings and fixtures in the existing track.

1.7.4 Vacant land for erecting Porta cabins/ hutments for Offices/Labour camps/Godowns of contractor will be provided by DFCCIL free of cost. The details of land which can be spared for contractor's store and for making hutments for his manpower is detailed in **Annexure-IX**.

1.7.5 Imposition and relaxation of caution orders/speed restrictions, Obtaining / clearing traffic and / or power blocks.

1.7.6 Corridor block of 3 hrs. for each line for 12 days in a month shall be arranged by DFCCIL. In case DFCCIL does not give already agreed corridor blocks without giving 72 hrs notice to contractor, then following damages are to be paid by DFCCIL to contractor:

c) For refusal of 1st corridor block of month- Nil damage

d) For 2nd and subsequent refusal of agreed corridor blocks - Rs.25,000.00 per refusal of block,

1.3.18 Even if damages have been paid by DFCCIL to contractor for refusal of blocks, then also total 12 blocks on each line of 3 hrs are to be given by DFCCIL on monthly basis.

1.7.7 Training to all ground staff shall be organized on cost basis by DFCCIL (in case contractor request for same) within 90 days of issue of LOA but before handing over. Certification/ Competency of contractor's personnel are to be issued by DFCCIL.

1.7.8 The DFCCIL shall check the records of inspection carried out by the Contractor's personnel every month.

1.7.9 DFCCIL shall conduct periodic instrumented recording runs and shall furnish reports to the contractor for rectifying defects/deficiencies as a guidance.

1.7.10 DFCCIL shall supply all P-way materials indicated in Free Materials list attached as **Annexure- Free Material** as demanded by contractor time to time at designated IMDs/IMSDs locations. Any statutory taxes paid by the contractor for transporting the materials indicated in Materials Exclusion list will be reimbursed by DFCCIL.

1.7.11 DFCCIL will provide tamping machines along with operators for only for planned tamping on the basis of TRC results free of cost.

1.7.12 If contractors demand DFCCIL track Machines for slack picking and when it is feasible for DFCCIL to provide track Machine for picking of slacks tamping, then DFCCIL will provide tamping machines along with operators on chargeable basis as per rates mentioned in **Annexure- Track Machines**. In this case Pre and post tamping activities are to be arranged by the Contractor at its own cost.

1.7.13 Exit Clause on 1st Anniversary of contract (LOA issue date)- DFCCIL shall allow contractor to terminate the contract without any liability on either side on 1st anniversary (*only in 13th month from LOA issue date*) of contract on contractor's request, with a condition that contractor has to discharge all contractual obligations in normal manner for next 90 days from the date of notice given by contractor.

1.7.14 DFCCIL will provide one room in each IMSD, one room in Tundla Office and two rooms in each IMD to the contractor for Office purposes. All the furniture, computers and other required accessories to be arranged by the contractor.

PART-I CHAPTER – VIII

CONTRACTORS OBLIGATIONS

1.8.1 Guiding Principles

1.8.1.1 Maintenance and Inspection requirements of this bid document aim for safe running of trains with minimum detention of trains and for achieving zero % possibility of any injuries/loss of life to staff working in section, and damage to property resulting from accidents on the section irrespective of the users at fault.

1.8.1.2 The contractor shall maintain the inspection records in prescribed formats agreed jointly by DFCCIL and Contractor.

1.8.1.3 Joint detailed survey by team of Contractor and DFCCIL representative for identifying defective/deficient P-way fittings and fixtures in the existing permanent way infrastructure is to be done within 60 days of issue of LOA.

1.8.1.4 Taking over the process of full P-way assets of entire section shall be completed within 90 days of date of issue of LOA.

1.8.1.5 The request for caution orders/speed restrictions. need to be initiated by the contractor's site engineer

1.8.1.6 Users of the section for the purposes of this schedule also include staff of the Contractor, the DFCCIL and other contractors working on the section.

1.8.1.7 Safety Requirements shall apply to all phases of Maintenance of the section with emphasis on identification of factors associated with accidents/unusuals, consideration of the same, and implementation of appropriate remedial measures.

1.8.1.8 Safety Requirements include measures associated with safety management, safety of equipment, fire safety and emergency response in case of breakdown.

1.8.1.9 Distribution of copies necessary manuals/ codes/ SOPs/ safety circulars which are required to follow to ensure safe maintenance among the field staff shall be the responsibility of the contractor. In addition, the contractor shall make good audio visuals of important activities and safe practices and distribute to maintenance staff for their guidance.

1.8.2 **Obligations of the Contractor-** The Contractor shall abide by the following insofar as they relate to safety of the Users:

- Applicable Laws and Applicable Permits
- Manual for Safety issued/approved by the DFCCIL/Railways
- Provisions of this Maintenance Agreement
- Good Industry Practice

1.8.3 **Safety Management System - T**he Contractor shall ensure during entire period of contract that he has the adequate competency and capacity to maintain the section for safe running of trains. Competency to ensure that his deployed maintenance personals have adequate technical skills and knowledge and other required resources to undertake Inspection and maintenance of Railway system safely. The Contractor shall develop a safety management system that includes but not be limited to:

a) **An Accident and Incident Reporting and Learning System** with the intent of:

- providing a common system for the recording of all accidents, incidents and near misses
- allowing simple mining of data to produce reports and trend analysis.
- producing action identifiable to accountable managers/supervisors and monitoring safety
- auditing of the system and its outputs
- producing safety bulletins, special topic reviews and generating a high level of safety reporting discipline

b) An Emergency Response System:

- That records and plans mitigation for likely disruptive events affecting the section.
- Records and implements change based on the output from exercises.
- Identifies the key roles and provides training for those Contractor's staff involved in crisis management events

c) Risk analysis and management processes that provides a mechanism to profile risks to the section as they are identified based on a numerical assessment of the hazard in an uncontrolled and controlled state.

1.8.4 Safety of Section

1.8.4.1 The Contractor shall analyze accident or incident reports periodically to find the underlying reason for the same and take reasonable precautions for the prevention of accidents or incidents on or about the section in accordance with DFCCIL/IR manuals, the Health, Safety, Quality and Environment (HSQE) guidelines, the incident and accident response manual and Good Industry Practice. The Contractor shall be responsible for reporting all accidents or other incidents on or about the section to DFCCIL on a real-time basis in accordance with the safety manual as per Maintenance/Safety Requirement. He shall keep photographs and videos of all accidents for better appreciation duly captioning them,

1.8.4.2 The Contractor shall be responsible for activating a response mechanism as soon as possible after the occurrence of an accident or incident, taking into account the seriousness and complexity of the accident or incident, in accordance with Good Industry Practice, all Applicable Laws and safety manual as per this Agreement. The maintenance team should be available at all stations so that response time is the minimum possible.

1.8.4.3 The Contractor shall provide assistance and first aid/emergency medical aid to victims of accidents or any Staff who become sick or suffer from any accidents or illnesses while Maintaining the section or while within the premises of the section in accordance with the terms of this Agreement and Applicable Laws.

1.8.4.4 The Contractor shall minimize disruption to operation and maintenance of the section and the Train services in the event of accidents or other incidents affecting the safety by providing a rapid and effective response and maintaining liaison procedures with emergency services. Further, the Contractor shall use its best efforts to ensure that any interruption of operation and maintenance of the section and the Train services is remedied without delay.

1.8.4.5 In the event of any unsafe conditions, track damage, vehicle breakdowns and accidents, the Contractor shall follow the relevant SOPs set out in the safety manual, G & SR, maintenance plan and incident and accident response manual, which shall include the removal of any obstruction and debris expeditiously.

1.8.4.6 Regular mock drills should be conducted in association with DFCCIL officials so that the team gets training to attend the unusual.

1.8.5 **Interface with Independent Safety Audit Teams -** The Contractor shall closely interface with Safety Audit Team and provide documents listed below, but not limited to following for assessment and evaluation-

a. Depot Working Orders

b. Maintenance Manuals

c. Safety Circulars/ Standard Operating Procedures

d. Accident and Disaster Management Manual

e. Training Programmes and Manuals

f. Competency Procedure and Competency of Key Staff

g. Contractor's Safety Management System, Evacuation Methodology

h. Emergency Procedures for Maintenance

1.8.6 The Initial works of deficiency rectification of P-way infrastructure shall be prioritised by contractor as per the agreed programme with the DFCCIL.

1.8.7 The Contractor shall have to make his own arrangements for housing facilities for his staff.

1.8.8 Safety at all times of execution of works and on completion of works shall be ensured by contractors personnel.

1.8.9 The contractor is required to post staff and officials trained in the trade for which they are planned for deployment. Regular training of these staff and officials is also most vital. In case contractor requests for imparting training to his personnel, it may be imparted by DFCCIL, provided it is feasible to DFCCIL but at the cost of Contractor. For the guidance of staff, the contractor shall prepare audio visuals of all important activities depicting safe and good maintenance practices. These will be very helpful in imparting correct knowledge and having uniformity in maintenance practices.

1.8.10 The Contractor shall repair or rectify the defects or deficiencies within time frame given in contract. If the remedial measures are not completed by the Contractor within stipulated time, the DFCCIL shall be entitled to recover Damages from the Contractor in accordance with the provisions of this Bid document.

1.8.11 The maintenance has to be carried out as per the provision of various codes and manuals of DFCCIL/ IR. Some of the relevant important provisions are mentioned in the technical specifications. However, it is advisable that the contractor prepare handbook based on codal provisions for easy understanding of the field team. It will also be helpful in training. The handbook must be distributed to field staff within 90 Days of issue of LOA.

1.8.12 The contractor shall have to develop his own internal inspection scheme for deciding the maintenance activities. Any Inspection Report issued by the DFCCIL given for guidance to Contractor shall not relieve or absolve the Contractor of its obligations and liabilities.

1.8.13 Contractor shall be solely responsible for adherence to the Key Performance Indicators

1.8.14 The Contractor has to arrange all materials except materials mentioned in DFCCIL obligations, all tools & plants and all equipment required for maintenance of all the notified assets. He will have to maintain a sufficient inventory of maintenance spares and consumables at all time as per the agreed yardstick. He will submit the yardstick (say, imprest store) for various spares and consumables for each IMSD and have it approved by the engineer. This can be reviewed every year in April for its adequacy depending upon the trend of consumption. The Contractor shall be responsible for loading, unloading, and transporting the materials issued by DFCCIL at his own cost.

1.8.15 All materials shall be procured by the contractor from RDSO's approved vendors in case RDSO vender exist for that item. In other cases source approval should be obtained from Engineer. The Yard stick for spare inventory is attached **Annexure-IV** to this tender document has to be maintained by contractor for ensuring smooth P-way maintenance work..

1.8.16 For attending run down sections and OMS/TRC peak's location requiring urgent maintenance, contractor shall arrange his own MPT/ off track tampers. DFCCIL will have no obligation to provide tampers for urgent repairs.

1.8.17 Contractor should not frequently change the Labour.

1.8.18 For minimum 50% of labors, labour camps are to be erected in DFFCIL premises only.

1.8.19 Exit Clause on 2nd Anniversary of contract (LOA issue date)- Contractor shall allow DFCCIL to terminate the contract without any liability on either side on 2nd anniversary (only in 25th month from LOA issue date) of contract on DFCCIL's request with a condition that DFCCIL has to discharge all contractual obligations in normal manner for next 90 days from the date of notice given by DFCCIL.

PART-II

PART-II

CHAPTER - I

MAINTENANCE STANDARDS OF TRACK MAINTENANCE

2.1.1 Maintenance of FORMATION –

- Ensure the formation width, cess width, cess level, slope of bank and cutting and side drains strictly in accordance with prescribed profile. In case of erosion of slope/cess of banks during rainy season, temporary measures to prevent rain cut has to be taken by contractor so that Railway traffic can run at normal speed. After monsoon is over formation is to be repaired as per approved method.
- Proper functioning of Side drain/Pucca catch water drain etc are to be ensured by contactor in order to avoid water logging of track or formation washout/slope failures of cutting/fillings .Vegetation on the slopes should be maintained and regularly trimmed to ensure the routes remain in soil but the shrubs/grass does not grow high causing fire.
- De-weeding of grass on cess should be done (without damaging the blanket) to ensure clean cess for movement of p way maintenance staff.
- Repair of Formation washout is not covered in scope of this contract.

2.1.2 Maintenance of SHORT WELDED RAILS (SWR)

- The track in general is laid as CWR on DFCCIL, except very few isolated patches of small lengths required for isolation like long steel girder bridges (unballasted). However these locations are very important and require special care. So, record of such locations shall be kept separately and special attention will be required.
- General maintenance of SWR including rail joints shall be done as per para 619 to 621 of IRPWM
- Gap survey and adjustment of creep to done as per para 320 of IRPWM-2020.
- Counteraction and Adjustment of Creep of SWR track to done as per para 321 of IRPWM-2020.
- All action and precautions to prevent buckling of Track in SWR territory to be taken as indicated in Para 322 (1), 322 (2) and 322 (3) of IRPWM. If in case of buckling of Track in SWR territory action to be taken as per Para 322 (4) of IRPWM
- Precautions during regular Maintenance of SWR Track to be taken as per Para 324 of IRPWM-2020.

2.1.3 Maintenance of CWR/LWR

- DFCCIL track is primarily CWR track. It will therefore require special attention.
- Regular maintenance activities in CWR/LWR territory to be done as per Para 345 of IRPWM-2020.
- Special track maintenance activities in CWR/LWR territory to be done as per Para 346 of IRPWM-2020.
- Destressing of CWR/LWR track during maintenance to be done on need basis when CWR does not behave properly. In case of DFC track having no SEJ need can be assessed on the basis of excess creep or variation by more than 5^0 C in executed destressing temperature
- Other circumstances can be as per the para 346 and 348 of IRPWM.
- Destressing activity shall be performed only with super pullers and as per IRPWM.
- In case of Rail fracture, rectification of rail fracture to be done as per IRPWM / IR LWR manual.
- Equalization of stresses in rail after permanent repairs in CWR/LWR shall be done as per procedure laid down in Annexure-3/17 of IRPWM

- In case of Damage to Switch Expansion Joint action to be taken as per Para 350 of IRPWM.
- In case of Buckling in CWR/LWR action to be taken as per Para 351 of IRPWM..
- Speed Restrictions in CWR /LWR territory shall be imposed in case of rail fracture/ distressing as per Annexure-3/8 of IRPWM-2020.
- Inspections and record of inspections to be maintained as per Para-354 of IRPWM-2020.
- Work chart and authorized level of supervision of different maintenance activities should be as per IRPWM. JE-Pay is equivalent to Section IMSD in charge, mate is equivalent to Gang Supervisor.

2.1.4 Alumino-Thermit Welding of Rails

- All welds in DFC track are flash butt welds except some AT welds in P&C zone and welds done in section after destressing. The requirement of AT weld during maintenance can be for isolated repair weld..
- Before taking up the execution of AT welds all preparations should be completed as per provisions of IRPWM/ DFCCIL guidelines.
- Execution of welding of 60 Kg 90 UTS rail and other precautions to be followed should be as per Para-307 of IRPWM. The tolerances shall be as per the relevant provisions of IR AT welding manual.
- For execution of welding of 60 Kg E1 1080 HH rail and other precautions to be followed, a method statement has to be submitted by contractor within 30 days of issue of LoA for DFCCILs approval.

2.1.5 Ballasting and ballast profiling:

- Ballast profiling of entire section shall be maintained by the Contractor as per standard profile of ballast for DFCCIL track.
- Additional ballast may be required for maintaining the standard profile. The deficiency may be due to natural attrition, tress passing etc. Contractor has to identify the scanty location of ballast and intimate the requirement of ballast for making the ballast profile as per standard profile on continuous basis. On receiving the request for ballast supply, DFCCIL Engineer shall verify the requirement and arrange for supply of required quantity of ballast free of cost in DFCCIL hoppers. Contractor has to unload the ballast at ballast deficient locations and complete the ballast profiling within 15 days of ballast unloading. **For Unloading of this ballast and for making ballast profile contractor will be paid under relevant schedules** .
- Unloading Ballast along the Line – When unloading ballast along the line care shall be taken that the heaps at the sides and the centre are clear of prescribed running dimensions. Care should be taken to ensure that Ballast shall be cleared from the signaling equipment and no stone is left inadvertently between the stock rail and tongue rail.
- The ballast unloading will be under traffic block and also in presence of DFCCIL official.
- It shall be noted that this clause is for recouping the ballast where due to normal wear and tear and shall not be used as an excuse for not achieving required KPIs.

2.1.6 Additional precautions for Track on Bridges

- Zero missing fitting has to be ensured on track on bridges without fail.
- All AT welds on approach of bridge (up to 100m length) to be protected by joggled fish plate 2 far end clamps.
- Prompt replacement of all crushed rubber pads, rails having crack propagating from the holes of fishplate, rail found defective during USFD test, wheels burnt rails or rails which have completed 50% of their life, unserviceable sleepers and unserviceable 1 m fish plates on bridge proper and upto 100 m on approach of bridges to be done on Priority.
- In case of channel sleepers on bridges tightness of all rail clips, J-bolts, bolts connecting guard rails with channel sleepers has to be ensured on daily basis.

- All running rails having low joints to be replaced on priority.
- The guard rail arrangement on Bridge proper and on approaches to be kept in fully functional condition and with all compliments intact as per para 228 of IRPWM-2020.
- In case of Pathway provided on bridges, they should be kept in fully functional condition with all fittings and fixtures intact.
- Top surface of rail bearers/plate girders shall be kept always clean and painted/polished (buffed) once in a year with prescribed paint as per Indian Railway Bridge Manual (IRBM).
- In case Track alignment is getting disturbed due to mis-alignment of Bridge Girders, it should be informed to DFCCIL as early as possible, so that DFCCIL can do rectification in Girder alignment promptly.

2.1.7 Casual Replacement of Rails, Sleepers and Fastenings:

- Contractor should identify and inform the details of rails (including of Turnouts, DS and SEJs), sleepers (including of Turnout, DS and SEJ) which becomes unserviceable due to various reasons time to time but not later than 15 days interval. The DFCCIL engineer shall inspect verify the requirement of replacement and decide whether replacement is really required and after satisfying himself shall arrange to supply rails, sleepers free of cost to contractor at designated stores from where these supplied stores are to be transported by the contractor at his own cost to the work site and replace them on priority but not later than 15 days of getting store supply at designated store (fittings shall be arranged by the contractor). The contractor shall not use non-replacement of sleepers or rails or other materials as excuse for not achieving required KPI.
- Contractor should inform the requirements of AT welding portions from time to time but not later than 15 days interval so that DFCCIL can supply at designated stores from where these supplied portions are to be transported by the contractor at his own cost to the work site and carry out welding at his own cost as early as possible but not later than 7 days of getting store supply at designated store.
- The contractor has to replace missing/damaged fittings and fixtures including of Turnouts, DS and SEJs at his own cost so as to ensure 0.1% missing fitting at all times.
- This does not include planned renewals (on GMT/Condition basis) of Fittings, ERC, Rubber pads, Complete Point and crossing, SEJ and DS.
- In case of any unusual/ derailment the damaged assets requiring replacement will be given free of cost at site in case derailment is not on the part of contractor, otherwise contractor shall have to replace damaged assets at his own cost. In case contractor is not responsible for derailment, the cost of replacing the damaged assets will be decided mutually on actual expenditure incurred by contractor along with 15% profit will be reimbursed by DFCCIL.
- Greasing of ERC at frequency given in IRPWM has to be done by Contractor at his own cost including cost of Grease.
- All types of P-way materials (including P-way fitting and P-way fixtures), AT welding portions will be supplied free of cost at the designated store. All consumables (i.e Grease, oil, paints etc), all type of T & P materials, all type of small track machines (including Off track tampers) and all type of measuring equipments (except OMS) has to be arranged by Contractor at his own cost.

2.1.8 Maintenance of Curves:

- On double or multiple tracks, each curve should be string-lined independently. No attempt should be made to realign any curve by slewing it to a uniform centre to centre distance from the realigned curve.
- Lubricating of the gauge face of outer rail on curves of radius 875 m (2°) and sharper are to be done at frequency given in IRPWM has to be done by Contractor at his own cost including cost of grease.
- Measurement of Rail Wear on Sharp Curves: -The wear of rails of curves having radius of 600 m or less shall

be recorded at interval of 3 months. The lateral wear, vertical wear and total loss of section should be recorded and proper record of measurements maintained.

2.1.9 Maintenance of Points and Crossings:

- Maintenance – General

(a) The track geometry at the turnout should not be inferior to that applicable for the route.

(b) The clearance, at the toe, heel of switch, at checkrail and wing rail must be maintained within the tolerances prescribed in the schedule of dimensions.

(c) The chairs and fastenings and all other fittings must be properly secured.

(d) Packing under the sleepers must not be loose/ defective especially under crossingand the switch.

(e) Cess should be maintained so as to permit efficient drainage and adequate depth of ballast cushion should be provided.

(f) In case creep is observed at such layouts, the condition of elastic fastenings maybe examined and suitable action be taken.

- *Maintenance of Switches –*

(a) Whenever T/Out replacement is required, field officials should check the curvature of Stock Rail and Tongue Rail before laying. In case of Turn out taking off from curve suitable curvature as per resultant lead radius to be provided both in Stock Rail and Tongue Rail.

(b) For information of field officials, the location of Junction of head (JOH) should be marked by paint .

(c) The condition of stock & tongue rails should be carefully examined and badly worn and damaged stock and tongue rails should be replaced. A tongue rail may be classified as worn/ damaged when-

(i) it is chipped/cracked over small lengths aggregating to 200 mm within a distance of 1000 mm from its toe. Chipped length will be the portion where tongue rail has worn out for a depth of more than 10 mm over a continuous length of 10 mm.(The tongue rail can, however, be reused after reconditioning of the broken/worn/ damaged tip by welding)

(ii) it is badly twisted or bent and does not house properly against the stock rail causing a gap of 5 mm or more at the toe, the limit described in the IRSEM.

(iii) wear on stock rail shall not exceed the limits laid down in ***Para 702 (1) (b) of IRPWM - 2020.*** However, proper housing of tongue rails is to be ensured.

(d) Rail Gauge ties, rodding etc. hinder proper tamping and hence at the time of tamping points and crossing the signal staff should take out the rods and stretcher bars etc.to facilitate proper tamping.

(e) To check the housing of the tongue rail and also the throw of the switch, Points from the signal frame, when traffic permits doing so.

(f) If the tongue rail is found to be not housing properly against the stock rail, the defect must be rectified jointly with signal staff, in case of interlocked or partially interlocked points.

(g) Tongue rail should, preferably bear evenly on all the slide chairs.

(h) When the tongue rail is in closed position, it must bear evenly against slide blocks.

(i) Slight wide gauge at the toe of switch over and above the required widening to house the tip of

the tongue rail, may be adjusted by providing suitable steel packing between the web of the stock rail and the lug of the slide chair wherever feasible.

(j) The Stretcher bar connected to the pull rod shall be maintained jointly by the Permanent Way Staff and the Signaling Staff.

(k) Wear on switches can be reduced by lubrication of the gauge face of tongue rail.

(l) SSD (Switch setting device)/Back drive assembly should be maintained as per the method statement for its good performance and ensuring proper setting of tongue rail.

(m) Gap of ACD should be recorded once in 15 days (during winter) otherwise once in a month to check whether it is working properly.

- *Maintenance of Crossings –*
  - (a) If any damage to the nose of crossing is noticed, its cause must be traced, which might be due to tight gauge or due to excessive clearance at the checkrail.
  - (b) To avoid hitting of nose, it shall be ensured that the check rail clearance should be between **41 to 45 mm.**
  - (c) **Special cares and Inspections should be carried out as per DFCCIL laid down guide line toward maintenance of weldable crossings.**
- *Maintenance of lead portion and turn-in curve –*
  - (a) During maintenance, stations at 3.0 m intervals should be marked, versine checked, and track attended as necessary. The versine at each station in lead curve and turn in curve should not be beyond 3 mm, from its design value, as a good maintenance practice.
  - (b) The versines of turn-in curves on loops should be recorded at stations at 3.0 m intervals on 6.0 m chord length during the inspection of points and crossings to check the sharpness of the curve and rectified as necessary.
  - (c) The turn-in curve should also be checked for condition of sleepers and fastenings.
- *Cleaning and Lubrication of Points - P*eriodical cleaning and lubrication of those all slide chairs needs to be done.
- *Gauge and Super-elevation in Turnouts –*
  - (a) It is a good practice to maintain reasonable uniform gauge over turnouts. Tolerance in gauge at various portions of turnout during maintenance shall be as given in Para 525 of IRPWM -2020.
  - (b) The gauge in crossing portion shall be 0 mm to 4 mm with respect to gauge prescribed in standard drawing, i.e., 1676 mm.
- If gauge of track on either side of the points and crossings is maintained wider/tighter than the gauge on the points and crossings, the gauge on either side of the track should be brought to same gauge as in the points and crossings, as agood maintenance practice.
- Tongue rail, Stock rail, Weldable crossing and PSC sleepers along with other fixtures and fittings will be provided free of cost at designated IMD/IMSD.
- AT welding portion supply will be done by DFCCIL and its welding has to be done by contractor and will be paid under relevant item of this Bid document.

2.1.10 Track maintenance- Track Tolerances

2.1.10.1 General - The track deteriorates structurally and geometrical Parameters de-grade with the passage of traffic resulting in decline in ride quality. The rate of deterioration of the track depends on the quality of track at that point in time. Various limits for track geometrical Parameters are laid down to assess the ride quality of track and to plan necessary maintenance interventions during the service life. For objective assessment of track quality, the following mechanized means are being used on DFCCIL.

- Track Recording Car (TRC)
- Oscillation Monitoring System (OMS)

2.1.10.2 Track Recording Cars: - These enable collection of discrete values of various track geometry Parameters on selected sampling interval under loaded condition. The TRCs work on *inertial principle of measurements* for various track geometry parameters except Gauge. For measurement of Gauge parameter gauge sensors are in use. TRC Data will be provided by DFCCIL to contractor free of cost, the defects found are required to be attended by the contractor as per the time schedule given in KPI table. Frequency of TRC recording will be [once in 2 months]. The following track geometry parameters are measured by the Track Recording Cars:

1. Unevenness of left & right rail (on two selected chords)
2. Alignment of left & right rail (on two selected chords)
3. Twist (calculated on two selected bases)
4. Variation of gauge over nominal gauge, which is 1676 mm
5. Vertical and lateral accelerations on coach floor above bogie pivot
6. Curve details
7. Speed of recording

i) **Chords for Measurements/Report- Chords for Measurements/Report:** The length of short and long chord/base for track monitoring are as under:

S N	Parameter	Short Chord / Base (m)	Long Chord/ Base (m)
1	Unevenness	**9.0** *(UN-1)*	**18.0** *(UN-2)*
2	Alignment	9.0 (AL-1)	15.0 (AL-2)
3	Twist	3.0 (TW-1)	15.0 (TW-2)

For DFCCIL track measured values on short chord shall be used to decide the maintenance requirement

ii) **Reporting of TRC Results -** While recording the track parameters, on-line reports are generated by TRC for each block of 200 m and for the entire km.

iii) **Planning of Maintenance** – For planning/taking up maintenance of track in respect of Alignment, Unevenness, Gauge and Twist Parameters based on TRC results, track shall be categorized under following three categories:

- Track requiring planned maintenance.
- Track requiring need based maintenance.
- Track requiring urgent maintenance.

(a) Planned Maintenance Limit (PML)

(i) These tolerances provide a guidance to plan through maintenance of track in continuous stretch of around 10 Kms. These Limits, if exceeded, require that track geometry condition be analyzed and considered for planned maintenance operations.

(ii) The Planned Maintenance Limits (PML) for Unevenness and Alignment are based on Standard Deviation (SD) values, as these Parameters affect Ride quality.

(iii) Peak based limits are not stipulated for unevenness and alignment for planned maintenance as the planned maintenance is to be carried out by track machines for which the planning will

be based on standard deviation values only.

(b) Need Based Maintenance Limit (NBML)

(i) These limits are defined for applying timely correction before the defects size grows to the level of Urgent Maintenance Limit (UML); requiring traffic slow down. Allowable time for attention to defects exceeding the NBML would depend upon the magnitude of the defects and various factors affecting track geometry deterioration such as sectional speed, axle load, traffic volume etc.

(ii) The Need Based Maintenance Limits (NBML) are based on Standard Deviation and peak values for Unevenness and Alignment. For Gauge and Twist, these limits are based on peak values.

(c) Urgent Maintenance Limits (UML)

(i) These limits are so specified that upon their exceedances, the permitted speed should be reduced; which can be restored only after attending the track.

(ii) These are laid in terms of acceleration limits on comfort consideration and peak values for Gauge and Twist.

(iii) **Maintenance Limits:** Based on TRC and OMS results, various limits of PML NBML and UML for Unevenness, Alignment, Gauge Twist Parameters for different speed bands are stipulated as under:

SN	Parameter	Planned Maintenance Limit (PML)	Need Based Maintenance Limit (NBML)	Urgent Maintenance Limit (UML)
1	Unevenness			Vertical andlateral acceleration peak of **0.30 g**
1.1	UN-1	SD-5.0 m	SD-6.8 mm, Peak-20 mm	
1.2	UN-2	-	-	
2	Alignment			
2.1	AL-1	SD-3.3 mm	SD-4.9 mm Peak -15 mm	
2.2	AL-2	-	-	
3	Gauge			
3.1	Mean gauge over 200 m section over nominal gauge			
(a)	Straight	-	-8 mm to +10 mm	-10 mm to + 12mm
(b)	Curve with radius 440 m or more	-	-5 mm to +14 mm	-7 mm to +17 mm
©	Curve with radius less than 440 m(Permissible speed as per relevant Para of IRPWM)	-	-5 mm to +18 mm	-7 mm to +20mm
3.2	Isolated defects – Nominal track gauge to peak value			
(a)	Straight	-	-10 mm to +12 mm	-12 mm to + 15mm
(b)	Curve with radius 440 m or more	-	-7 mm to +17 mm	-11 mm to +20 mm
©	Curve with radius less than 440 m (Permissible speed as per relevant Para of IRPWM)	-	-6 mm to +22 mm	-8 mm to +25 mm

4	Twist (TW-1)		5 mm/m	7 mm/m

Note: *In case of curve, the limits for alignment prescribed are above average versine.*

(v) Action to be Taken Based on TRC Results

The time schedule for attending the track as per TRC/OMS results shall be as per KPI table.

b) Action to be taken on exceedance of UML: Spots/blocks exceeding track Parameter limits, and acceleration peak limits set as UML should be noted by the IMD and IMSD I/c's and suitable speed restrictions have to be immediately imposed, which shall be relaxed only after suitable attention/maintenance of track at concerned location. Similar action should be taken on exceedance of UML during OMS run also.

c) Action to be taken on exceedance of NBML:

(i) The blocks requiring Need Based Maintenance on the basis of laid down SD based NBML and isolated spots on the basis of laid down Peak based NBML shall be identified using offline software or through TMS. All such blocks and isolated spots should be attended within a reasonable time of TRC run as per the provision in KPI table, so that good ride quality is maintained and the track geometry does not exceed the UML. The reasonable time would be different for different sections depending upon the magnitude of defects, cause of the defect, traffic density of the section, maximum permissible speed of the section etc. The officials responsible for maintenance at various levels have to plan the deployment of maintenance resources keeping in view the relative priority and availability of maintenance resources.

(ii) Gap between two successive NBML locations in block sections/yards should alsobe tamped while attending these NBML locations if this gap is less than/equal to 200 m. (1 TRC block).

(iii) While attending an NBML block in the yard in which any portion of the turnout falls,the entire turnout should be tamped.

d) Planning of through tamping based on PML:

(i) The blocks requiring planned maintenance on the basis of laid down SD based PML shall be identified for block sections and for yards separately using off line software or through TMS.

The block section for any main line should be treated from block (TRC block of 200 m) of 50 meters beyond the SRJ of last turnout of preceding station to block of 50 meters ahead of the SRJ of first turnout of current station. Both the blocks containing above SRJs would be excluded from the block section on any particular line (UP & DOWN separately).

In case of CWR through yards, the yard should be taken as 50 m beyond farthest SRJ/ Back of crossing of turnout from centre of station yard on either sideon any particular line (UP and DN separately).

(ii) For planned through tamping 10 Kms stretch of any block section shall be considered as unit, and planned if the percentage of blocks exceeding PML is more than 40% in a stretch of 10 KMs

(iii) Yards should be planned for through tamping if the percentage of blocks exceeding PML is more than 50%.

Tamping of turnouts and straight of all other loop lines should be planned on condition basis by IMD I/C while machines are deployed in yard for need based or planned attention of main line of yards.

- Realignment Criteria for Curves:-

The running over a curve depends not only on the difference between the actual versine and the designed

versine but also on the station-to-station variation of the actual versine values, which determine the rate of change of lateral acceleration, on which depends the riding comfort.

SN	Speed on Curve	Limits of Station to Station Variation of Versine (mm)
1	Below 100 Kmph and up to 50 Kmph	**20 mm**; or 20% of average Versine on circular portion, whichever is more.
2	Below 50 Kmph	**40 mm**; or 20% of average Versine on circular portion, whichever is more.

In case exceedances of the above Limit is observed during inspection, local adjustment may be resorted to in cases where the variation of versine between adjacent stations is only at a few locations, at the earliest possible. If more than 20% stations are having versine variations above the limits prescribed, complete realignment of curve should be planned within a month.

iv) **Track Parameters in Floating Conditions:** The Gauge and Twist values for manual measurement in floating conditions are as under:

(1) **Gauge**: While it is desirable to maintain correct gauge, variation in gauge may be there due to age and condition of the rail, sleepers, and fastenings. The limits of gauge as per measurement in floating condition, provided that generally a uniform gauge can be maintained over long lengths.

a)	On straight Track	-6 mm to +6 mm
b)	On curves with radius 440 m or more	-6 mm to +15 mm
c)	On curves with radius less than 440 m	Up to + 20 mm

In case of exceedances of these limits, the results of last TRC/OMS shall be analyzed for planning suitable maintenance action.

(2) **Twist**: It is desirable to maintain the track geometry for a comfortable ride at sectional speed.The limits of twists as per measurement in floating condition, for guidance of the engineering officials regarding condition of track from passenger comfort perspective shall be as under; (to be calculated on a base of 3.0 m)

(i) On straight and curve track, other than transition - 3.5 mm/m

(ii) On transition of curve- 2.1 mm/m (Local defects above Designed value)

In case of exceedances of above limits, the results of last TRC/OMS shall be analyzed for planning suitable maintenance action.

2.1.10.3 **Oscillation Monitoring System (OMS)** - This equipment measures the track performance by measurement of vehicles response in terms of vertical and lateral accelerations. The real time output of the equipment is in the form of value of peaks exceeding the limiting value, their locations, and Ride index. These values are available for both vertical and lateral accelerations. The OMS equipment shall be kept on the Loco/Inspection vehicle floor (as close to the bogie pivot as possible) on the free end of the vehicle. OMS run should be done [once in a month]. To assess the track quality, vertical and lateral acceleration [peaks exceeding the 0.15 g] are to be considered. The contractor shall have to attend the [peak values of > 0.15] as per the time limits given in KPI table. The track shall always have to be maintained in very good category. For judging the track

quality, the following criteria could be used (average total number of peaks per km) to classify a continuous section for track quality (IMSD/IMD/CGMs jurisdiction):

Track Quality	Very Good	Good	Average
Average total number of peaks per km	Less than 1.0	1-2	Greater than 2

2.1.11 Track Maintenance:-The track should be maintained with the objective of restoring it to best possible condition consistent with its maintainability by Mechanized system of maintenance. However, till complete mechanization, few activities like picking up of slacks may be done manually.

2.1.11.1 Annual Programme for Regular Track Maintenance: - *Contractor* will also make annual (two half-yearly, first: April to September and second: October to March) programme of regular track maintenance and works incidental thereto. The annual programme of regular track maintenance and works incidental thereto may be followed for guidance as below:

(a) Post monsoon attention	Immediately after cessation of monsoon, attention to run down lengths, need based maintenance or works incidental to requirement of urgent maintenance as projected by OMS/TRC recording or identified during footplate inspections should be taken up in the entire section to restore section to good shape. Thereafter, the following schedule of work may be followed: *(i)* Picking of slack as per actual requirement *(ii)* On remaining days Systematic planned/Need Based maintenance, from one end of the section to the other as necessitated by TRC results, including through gauging, Sleeper spacing/squaring, casual renewals of rails/sleepers, attention to bridge approaches,[level crossings]and points & crossings, SEJs, [Glued Joints], lubrication ofrail joints, weld collar painting, destressing of track etc.
(b) Pre-monsoon attention	Normally 2 to 3 days in a week should be devoted to clearing of side and catch water drains, earthwork repairs to cess clearing waterways and picking up slacks. In the rest of the days normal systematic planned/Need Based maintenance as necessitated by results of TRC/OMS etc., will be carried out, which include through gauging, Sleeper spacing/squaring, casual renewals of rails and sleepers, Destressing of track etc.
(c) Attention during monsoon	Attention to track as required, consisting primarily of picking up slacks or need based maintenance and attention to side and catch water drains and waterways.

2.1.11.2 Maintenance Planning:

The contractor shall prepare a perspective maintenance plan for each IMSD in consultation with the respective IMSD in-charge in advance based on various track recording results and exception reports from TMS. This should also take account of foot and footplate inspections and inspection of higher officials so that optimum utilization of various resources, track machines, traffic blocks, and labour etc. is possible. The contractor should also ensure that arrangements are made for adequate Materials, tools, labour,man power. The IMSD in- charge should ensure the availability of necessary caution orders/blocks. The monthly and weekly maintenance planning shall be based broadly on annual plan to include:

1. Plain track maintenance,
2. Maintenance of yards including point and crossings,
3. Maintenance and realignment of curves,
4. Level crossings,
5. Adjustment of creep, (SWR, Fish Plated track)
6. Casual renewal,
7. *Welding of joints
8. *Isolated Destressing of long welded rails after special repairs etc.

*** Will be paid as separate item of BOQ**

2.1.12 Mechanized Track Maintenance System

i) ***On-track Machines Unit (OMU)****:* On track machines for track maintenance include Tie–tamping machines for plain track and points and crossings. These machines shall be used as per the various instructions contained in Indian Railways Track Machines Manual and **Para 523 of IRPWM-2020**.. However human resources for pre/during/ post tamping operations shall be arranged by the contractor.

ii) **Sectional Gangs**: The sectional gangs shall perform the following functions:

a) Systematic through packing of small stretches of track needing spot attention using off track tampers.

b) In addition to above following works are also assigned:

i) Need-based attention to bridges, turnouts, SEJs and level crossings and theirapproaches.

ii) Greasing of ERCs, lubrication of joints, casual changing of rubber pads and other fittings

iii) Minor cess repairs

iv) Cleaning of drains

v) Attention to loops

vi) Creep and gap adjustment not involving use of machines

vii) Pre & post tamping attention

viii) Examination of rails, sleepers and fastenings including measurement of toe load of ERCs.

ix) Inspection of and attention to switch expansion joints etc.

x) Weld collar painting, cess cleaning, cutting of tree branches/shrubs for improving visibility.

xi) Maintenance of various boards (like curve board, bridge name board etc.) and posts (like Km post, hectometer post, gradient post etc.)

xii) Painting of curve in standard format

xiii) Any other activity required for ensuring safety of track.

iii) Systematic tamping of plain track and Points & Crossings:

General:

Systematic tamping of plain track as well as Points & Crossings should be planned on long continuous lengths, based on results of TRC/OMS etc.

1) ***Pre-tamping attention*** – To achieve good results the supervisor should carry out the following preparatory work before taking up the tamping:

   (i) Ballasting where there is shortage of ballast.

   (ii) Heaping up of ballast in the tamping zone, to ensure effective packing.

   (iii) Making up of low cess.

   (iv) Cleaning of pumping joints and providing additional clean ballast, where necessary.

   (v) Attention to hogged joints before tamping.

   (vi) Tightening of all fittings and fastenings like fish bolts and elastic fastenings andreplacement of worn out fittings.

   (vii) Renewing broken and damaged sleepers.

   (viii) Squaring of sleepers and spacing adjustment; re-gauging to be done as necessary.

   (ix) Adjusting creep and expansion gap in rails.

   (x) Examination of rails for cracks, sleepers and fastenings etc.

   (xi) Survey for Realignment of curves, which are badly out of alignment.

   (xii) Clearing ballast on sleepers to make them visible to the operator.

   (xiii) All obstructions such as signal rods, cables, pipes, level crossing check rails, joggled fish plates etc., likely to be damaged by the tampers should be preferablyremoved. In unavoidable case, these should be clearly marked and made known to the tamping operator before he starts work. Tight overhead clearance should also be brought to his notice; the beginning and end of transitions should be marked. Slew, Super elevation and lift value, if any should be marked on every second/third sleeper so that it can guide the operator for levelling up correctly.

2) ***Attention during Tamping*** – The following points should be observed by the machine operator and contractors supervisor:

   i. The tamping depth i.e. gap between the top edge of the tamping blade and the bottom edge of the sleeper in closed position of the tamping tool should be adjustedto 15 mm to 20 mm. Care should be taken to ensure that tamping tools are inserted centrally between the sleepers into the ballast to avoid any damage to the sleepers.
   ii. The tamping (squeezing) Pressure (110 – 120 kg/sq.cm for plain track and 125-135 Kg/Sq.cm for P&C) and squeezing time (0.8 second to 1.2 second) should be adjusted according to the track structure, as per the recommendations of the manufacturer.
   iii. Generally, one insertion is adequate. Two insertions may be necessary if the lift is above 30 mm.
   iv. The shoulders should be compacted along with tamping, where separate provision for shoulder compaction is available.
   v. A run-off ramp of 1 in 1000 should be given before closing the day's work.

3) ***Post Tamping Attention*** – The contractor's supervisor shall pay attention to following points:

   i. Immediately after the tamping work, the track should be checked for quality of workdone, in respect of cross levels and alignment, and action taken as considered necessary.

   ii. As some of the fastenings might become loose, tightening of fittings should be done immediately after tamping.

   iii. Any broken fitting/sleeper should be replaced.

   iv. The ballast should be dressed neatly and proper filling and consolidation of ballast between

the sleepers should be done.

iv) Picking Up Slacks:

(1) Slacks usually occur on stretches of yielding formation, on high banks and cuttings, on approaches of bridges, LC approaches, SEJs, P&C zones, badly aligned curves, axle counter locations and other electrical and S&T installations where ballast is poor in quality or quantity or where drainage is defective. Need for attentionto slacks is determined by inspections and results of track recording car and OMS/Oscillograph car. The locations needing urgent maintenance as detected by TRC/OMS shall be targeted first for restoring normal condition quickly and thereafterthe locations identified for Need Based Maintenance as determined by Track recording Car or other inspections shall be attended. For spot attention/slack picking, multi- purpose Tampers or Off-track handheld tampers/ any other approved equipment shall be used as a regular measure.

(2) For Off-track tampers, the working instructions, issued by DFCCIL should be followed.

(3) The quantum of work turned out by a gang during the day will depend on the extent of slacks. The contractor may plan the work as per the guidelines given in para 606 and 607 of IRPWM.

2.1.13 **Handling and Stacking of Rails:** Shall be done as per para 610 of IRPWM-2020.

2.1.14 **Rail Maintenance to reduce Rail Deterioration** - Shall be done as per para 613 of IRPWM-2020.

2.1.15 **Rail Closures on other than LWR Track** - Permanent rail closure in running lines should not be less than 11 meter in length.

2.1.16 **Attention to Defective Rails and welds detected by USFD** - On getting information about a defective rail or weld Contractors Assistant Manager shall take action in accordance with the Para 6.4 and 8.14 of IR "Manual for Ultrasonic Testing of Rails and Welds" for provision of joggle fish plate and/or removal of defective rails or welds. However instead of providing bolts for protection clamps should be provided and tightened daily.

2.1.17 **Lubrication and maintenance of Rail Joints** – Shall be done as per para 619 and 620 of IRPWM-2020 respectively.

2.1.18 Casual renewal of PSC sleepers shall be done as per para 625 of IRPWM-2020.

2.1.19 **Maintenance of PSC sleepers fastenings** - shall be done as per para 627 of IRPWM-2020.

2.1.20 **Maintenance of Steel Channel Sleepers** - shall be done as per para 629 of IRPWM-2020.

2.1.21 **Inspection and maintenance of track on bridge, on bridge proper and on approaches of bridge** - shall be done as per para 630 and 631 of IRPWM-2020.

2.1.22 Maintenance of yard line shall be done as per para 632 of IRPWM-2020.

2.1.23 **Lifting/Lowering of Track** - shall be done as per para 638 and 639 of IRPWM-2020.

2.1.24 **Maintenance of side drains, catch water drains and yard drains** - to be done as per para 640 and 641 of IRPWM-2020.

2.1.25 **Felling of trees obstructing view** - shall be done as per para 648 of IRPWM-2020.

2.1.26 **Maintenance of fouling mark** - shall be done as per para 659 of IRPWM-2020.

2.1.27 Maintenance of track in track circuited areas - Precautions to be taken while working in track circuited area –

- While carrying out the track maintenance, various S&T/Electrical installations should be removed, wherever they interfere with the maintenance activities so as not to cause any damage of S &T assets.
- Pulling back of running rails in track should be done in the presence of S&T staff, where signaling connections are involved.

2.1.28 Maintenance of track in track in Electrified section - While working in Electrified territory- all necessary precautions and actions are to be taken as per Para 663, 664, 665, 666, 667,669, 670 of IRPWM-2020

2.1.29 **Maintenance Works which obstruct the Railway Line or require block** – are to be carried out as per provision in Para 804 and 805 of IRPWM-2020.

2.1.30 Categories of Maintenance Works - Engineering works can be broadly divided into three categories –

(1) *Category 1 – Works of routine maintenance*, requiring no speed restriction, not necessitating exhibition of hand signals and involving no danger to trains or traffic. These include works of routine maintenance such as through packing, picking up slacks, painting, isolated fitting renewal, bush cutting.

(2) *Category 2 – works of short duration –*

- Works such as casual renewals of rails and sleepers, adjustment of creep and lubrication of rail joints which are completed by sunset of the day of commencement and no restriction of speed thereafter is required, are termed "works of short duration".
- Hand-signal and banner flags and fog-signals shall be used at specified distances to protect the trains.

(3) *Category 3 – Works of Long Duration –*

- Works such as relaying of track and deep screening of track, bridge construction, diversions which extend over a few days or weeks during which period a continuous restriction of speed is to be in force, are termed as "works of long duration".
- Temporary Engineering fixed signals shall be used at specified distances to protect the trains. These works should be carried out to a program, about which all concerned will be advised in advance.

2.1.31 Maintenance Works of short Duration- For Maintenance works of short duration track protection provisions of para 806 of IRPWM -2020 shall be followed.

2.1.32 Maintenance Works of Long Duration- For Maintenance works of Long duration track protection provisions of para 807 of IRPWM -2020 shall be followed.

2.1.33 **Temporary Engineering Fixed Signals** –These consists of

(a) Caution indicator.

(b) Speed indicator.

(c) Stop indicator.

(d) Termination indicators for single / Long haul train (**T/G**).

- *(a) Multi Speed Restriction (i.e. existence of two or more than two speed restrictions in continuation)* – When work of deep screening or sleeper renewal is in progress, there is situation of having two or more than two speed restrictions in continuation. Insuch situation, placement of speed boards for following speed restriction shall be as under:

  (i) In case of following speed restriction being more restrictive, a minimum of 200 m track should be under earlier speed restriction zone. If not, then only one SR board should be provided, considering that the previous speed restriction is at par with the following SR, which is more restrictive.

  (ii) In case of following speed restriction being less restrictive, corresponding speed indicator board for following speed restriction shall be placed at a distance equal to the length of the longest goods train operating on the section after termination point of previous speed restriction zone.

  (b) The details and position of fixing each indicator are detailed in ***Annexure - 8/3, 8/3A and 8/4. Of IRPWM-2020.***

- All indicators should be placed on the left hand side as seen by the Drivers except on Centralized Traffic Control (CTC) sections (single line) where they should be placed on Right hand side.

- One termination indicator bearing letters **T/G** should be located at a distance equal to the length of the longest goods trains operating on the section from the place of work.

2.1.34 **Temporary Signals in Emergency** – are to be erected as Para 812 of IRPWM-2020. Supply of detonators will be done by DFCCIL free of cost to the Contractor.

2.1.35 **Permanent Engineering Speed Indicators** - are to be provided as per Para 814 of IRPWM-2020.

2.1.36 **Whistle Indicator Boards** - are to be provided as per Para 815 of IRPWM-2020.

2.1.37 **Warning Signals**- Provisions of para 817 and 818 Are to be followed by Contractor.

2.1.38 **Safe Working by Contractor** - A large number of men and machinery are deployed by the contractors for track maintenance . It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted:

(1) The contractor shall not start any work without the presence contractor's supervisor at site.

(2) Wherever the road vehicles and/or machinery are required to work in the close vicinityof railway line, the work shall be so carried out that there is no infringement to the IR/DFC Schedule of Dimensions. For this purpose, the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by thecontractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.

(3) The look out and whistle caution orders shall be issued to the trains and speed restrictions should be got imposed through DFCCIL engineer, where considered necessary. Suitable flagmen/detonators by the contractor shallbe provided where necessary for protection of trains.

(4) The supervisor/workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by DFCCIL Engineer which will be valid only for the work for which it has been issued. ***(Annexure -8/5 of IRPWM-2020)***.

(5) The ballast/rails/sleepers/other P.Way Materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

(6) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer.

(7) For any major work, the Engineer shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/ followed while executing the work.

There shall be an Assurance register kept at each site, which will have to be signed by both, i.e. DFCCIL Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.

2.1.39 **Working of Motor Trollies, Rail Dolley and Lorries** – should be in traffic block only by a DFCCIL person to whom Competency Certificate has been issued as per Para 822 of IRPWM. Equipment's to be kept on trolly to be as per Para 835 of IRPWM-2020. Responsibility of safe working shall be as per Para 824 of IRPWM-2020. Signals for Motor Trollies / Lorries shall be as per Para 836 of IRPWM-2020.

Part II
Chapter II

ASSET MAINTENANCE MANAGEMENT PROGRAMME

2.2.1 Assets Maintenance Management Programme **(AMMP)** will be submitted by the contractor within 60 days of award of work duly following procedure given in Chapter-I, Part-II of this Bid document for periodic, preventive, corrective, routine and major maintenance in conformity with the Safety Requirements and Good Industry Practice

- AMMP will be scrutinized by DFCCIL and suggest corrections if any within 15 days
- Contractors will resubmit the MMP in next 7 days duly incorporating the suggestions/corrections for final approval
- Will be reviewed once every year or earlier, if so required
- The approved maintenance program will be benchmark
- Payments are linked with MMP
- The AMMP shall cover
    1) Requisite strength of maintenance staff, equipment, vehicles, spares Available round the clock for efficient maintenance, casual renewals, for attending emergencies
    2) Placement of maintenance staff across the section with standard team for sub-sections
    3) Assignment of duties, rosters and responsibility to the maintenance staff at all levels, minimum medical standards for such staff
    4) Deployment of emergency staff along with yard stick and its locations
    5) Regular training program of the staff field as well as class room training and how their absence during their training will be managed.
    6) Regular Medical examination of the maintenance staff
- Maintenance Management Philosophy and Outputs
    1) Proposed mechanism for complying with the obligations to effective asset management.
    2) Preparation & maintenance of asset register,
    3) Management of preventive, predictive and corrective maintenance
    4) Shall include one chapter for each sub-system
    5) Identification of various sub-systems
    6) Safety inspections and compliances;
    7) Preparation of periodical maintenance schedules, their approval methodology
    8) Generation of work orders from maintenance tools/applications
    9) Management of inspections by DFCCIL and other statutory authorities and their compliances
    10) Emergency management
- Supply Chain and Maintenance of Spares, Special tools, equipment consumables, fuel & lubricants
    1) strategy for the spares management,
    2) procurement and supply chain management
    3) specific plans for strategic spares
    4) inventory management, stocking, storing and up keep of material.
- Innovative methods to improve efficiency in maintenance.
- Supporting Technical Equipment & Plants
    1) Road or rail/road vehicles
    2) Emergency breakdown equipment
    3) Modern tools & equipment and
    4) Other tools & equipment

PART II

CHAPTER -III

MAINTENANCE REPORTS

2.3.1 Submission of MPRs:

Monthly reports but not later than 7 (seven) days after the close of each month contractor has to submit report on following aspects:

1) Condition of the section
2) Inspections done including its compliances.
3) Concordance table showing Maintenance works carried with respect to the agreed AMMP
4) Maintenance carried out with respect to Safety Requirements
5) Performance Level achieved by Contractor against each Key Performance Indicator
6) Incidents and accidents on section
7) Spare Inventory material consumption and replenishment for contactor Materials w.r.t. Annexure-IV.
8) List of items consumed from DFCCIL free Materials inventory and list of replenishments required in DFCCIL free materials.
9) Contractor's staff review:
   - Training and competency
   - Industrial relation issues
   - Staff rules violations
   - Status of PMC
10) Any other item that the Contractor wants to highlight and/or as may be required to be reported by the DFCCIL, from time to time.
11) All maintenance activities data including TRC and OMS data shall be preserved and maintained in a secured database. The same shall be used by the contractor for analyzing and taking proper decisions. The contractor is expected to develop user friendly digital application for regularly analyzing, interpreting, generating reports and monitoring the assets. The application and data shall also be made available to DFCCIL for its own record and use.

PART II

CHAPTER - IV

INSPECTIONS

2.4.1 Minimum Inspection to be carried out by Contractor:

SN	Items of Inspection	Team leader	Maintenance head at IMD level	Maintenance head at IMSD level
1	Foot inspection	Full section in year	Full section in 6 months	Once in a month
2	Level crossing inspection	Once in year	Once in 6 months	Once in a month
3	Curves	5% curves having TQI value less than 80 in successive two runs	25% curves having TQI value less than 80 in next 10 days of TRC run	All curves having TQI value less than 100 in last TRC run otherwise once in 6 months
4	Point & Crossing - Main line	5% Points and Crossings having TQI value less than 80 (200 m block)	25% Points and crossings having TQI value less than 80 of block otherwise once in a 6 month	All points and crossings having TQI value less than 80 of block after TRC run otherwise once in 3 months
5	Point & Crossing - LL, Sidings	Only P&Cs giving trouble	10% of total population in a year	Once in a year
6	Steel channel sleeper	-	Once in 3 month	Once in a month
7	Inspection of Yard lines	-	-	Once in a year
8	Dead end	-	-	Once in a year
9	FP/LV in presence of DFCCIL Officials	Once in a month	Once in a month	Once in a month
10	CWR/SEJ	All CWR where Anti creep device is breaking.	Twice in year (During hottest and coldest months)	Once in a month during 2 hottest & 2 coldest month, otherwise once in year in rotation
11	High Embankment, Cutting	Once in year before monsoon	Once in year after monsoon	Once in a year before Monsoon
12	Side drains, catch water drains, yard drainage and bridge waterways	Once in year before monsoon	Once in year after monsoon	Once in a year before Monsoon
13	Tunnel	Once in a year after monsoon	Once in a year before monsoon	Once in a year before monsoon and every month during monsoon
14	Track on Bridges	Once in a year	Once in 3 months	Monthly
15	Water way of Bridges	-	-	Once before monsoon

Note : The above table indicates mandatory minimum level of inspection to be carried out by the contractor. The contractor can increase the level of inspections as per the need. The final aim is to achieve best performance parameters in terms of reliability, availability, maintainability, safety, health and the environment (RAMSHE) . The contractor shall Perform maintenance in good time. The primary aim is to maintain the Section such that it is available at least 21 hrs per day and achieves speed of freight trains of 100 KMPH, ensuring Maintenance to a Predefined Level of Key Performance Indicators.

PART II

CHAPTER - V

MANPOWER

2.5.1 Deployment of Minimum Number of Personnel for Maintenance:

2.5.1.1 KEY PERSONNEL REQUIRED

SL	Key Personnel Category	Min. No.	Requisite Level of Experience Equivalent to of Railways	Beat Length	Shift			Min. Qualification / Remarks
					Genl	Day	Night	
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
1.	Team Leader (overall inchagre)	1	Not less than JAG Scale Officer	Full Section	√	-	-	1. Retired (Civil Engineer) Railway JAG Officer and above or a person having minimum 15 years' experience in railway track maintenance with min 10 year experience at officer level having good health and age below 65 Yrs. 2. Minimum Graduation/ Equivalent in Engineering in Civil Discipline
2.	Dy. Team Leader (IMD I/c)	3	Not less than Junior Scale Officer	-	√ (1 No) For Complete Section	√ 1 per IMD (2 Nos)	-	1. Retired (Civil Engineer) Railway JS Officer and above or a person having minimum 10 years' experience in railway track maintenance with min 5 year experience at officer level having good health and age below 65 Yrs. 2. Minimum Graduation/ Equivalent in Engineering in Civil Discipline

2.5.1.2 Non-KEY PERSONNEL REQUIRED

SL	Key Personnel Category	Min. No.	Requisite Level of Experience Equivalent to of Railways	Beat Length	Shift			Min. Qualification / Remarks
					Genl	Day	Night	
1	2	3	4	5	6	7	8	9
3.	Manager (IMSD I/c)	6	Not less than Sr. Section Engineer	-	√ 1 for each IMD for inspection (2 Nos)	√ 1-for each IMSD For Mtnc (4 Nos)	-	1. Retired (Civil Engineer) Railway Officer having minimum 3 years' experience as Sr. Section Engineer (P-way) or a person having minimum 10 years' experience in railway track maintenance and having good health and age below 65 Yrs. 2. Minimum 50% Managers shall be of IR Sr. Section Engineer (P-way).
4.	Safety Manager	1	Not less than Sr. Section Engineer	Full section	√ 1			Retired (Civil Engineer) Railway Officer having minimum 3 years' experience as Sr. Section Engineer (P-way) and having age below 65 years
5.	Asst. Manager	9	Not less than Junior Engineer	IMSD wise	-	√ (6 Nos)	√ 0.5 each for IMSDs for night working (3 Nos)	1. Retired (Civil Engineer) Railway Officer having minimum 3 years' experience as Jr. Engineer (P-way) or a person having minimum 5 years' experience in railway track maintenance and having good health and age below 65 Yrs. 2. Minimum 50% of Managers shall be of IR retired Jr. Engineer (P-way) .
6.	Supervisor (Mate)	18	ITI in Civil trade/Retired Mate	IMSD wise	-	√ (12Nos)	√ (6 Nos)	Retd. Track maintainer level IV (Gang Mate) OR person having Min. Intermediate / 10+2 / ITI and having 5 years' experience of P-way works.
7.	Maintainer	120	Track Maintainer (TM)	Group of 20 TMs per IMSD	√ During specified period			Min. 8th Class pass and physically fit to work and able to operate the off-track tampers and able to lift heavy P-way materials
8.	Artisans of Different Trades	24	Artisan	Group of 4 per IMSD	√ During specified period			Minimum ITI qualified and certified from railway institute (only for rail welder).

PART II

CHAPTER - VI

KPIs

2.6. Key Performance Indicators:

2.6.1 Without prejudice to the obligations specified in this Agreement, the Contractor shall maintain the section such that it achieves or exceeds the performance indicators specified in Table below ("Key Performance Indicators").

2.6.2 All the Performance Levels will be averaged out on monthly basis for monthly LS payment. If actual KPI is found below 50% (threshold level) then no payment for that item shall be made. Payment for performance level between 100% and 80%, the 80% payment will be admissible. For performance between 80% and 50%, payment will be on pro-rata basis.

2.6.3 The block taken for movement of track machine will not be counted as corridor block for contractors.

2.6.4 For each case of Block bursting by more than 30 min, the monthly lumpsum payment will be reduced by 0.1%.

2.6.5 The additional block required by contractor outside duration of corridor block for doing the P-way maintenance activity which are dependent on suitable time /temperature (i.e destressing etc.) will be counted for purpose of calculating line availability but not be considered as emergency block.

2.6.3 KPIs for Track availability: Weightage - 20% (to be calculated separately for UP and DN line)

SL	Item	Prescribed Norms	Unit	Performance Level for 100% Payment	Min. PL for 80% Payment	Min. PL for 50% Payment (Threshold level)	Weightage (Total 100)
1.	Line Availability	[@ 21 hrs. a day]	Hrs./ month	[630]	[> 600]	[> 500]	70
2.	Corridor Blocks (25 days in a month)	[@ 3 hrs. a day for each line] *(Block duration of one block daily has to be 3 hours)*	Hrs/ month	[=<75]	[=<100]	[=<120]	10
3.	Engineering Time Lost (The Speed restriction imposed for attending urgent peaks after TRC/OMS run peaks, SRs imposed due to bad maintenance practices/ due to non-removal of IMR even after 72 Hrs of detection will be	0.00 min	Mins. *{Daily Average of 30 days of the month will be*	3 (Provided no SR of more than 72 Hrs old)	<5	> 8	10

SL	Item	Prescribed Norms	Unit	Performance Level for 100% Payment	Min. PL for 80% Payment	Min. PL for 50% Payment (Threshold level)	Weightage (Total 100)
	considered for calculating time lost provided corridors block have been granted to him)		*worked out}*				
4.	Emergency Block- Partial line non- availability due to asset failures for which contractor is responsible. **Note**: In case both lines of any block section are blocked then it will be deducted from line availability item(Sr. No1 above)	@ one on each line (but not in same block section) for maximum 2 days in a month of max 60 mins duration	Mins.	=< 60 for of only one block section in entire section	>60 and <75 of only one block section in entire section	>75 of only one block section in entire section	10

2.6.4 P-WAY Infrastructure Inspection and maintenance item- 80% Weightage

SL	Item	Prescribed Norms	Unit	Performance Level for 100% Payment	Min. Performance Level for 80% Payment	Min. PL for 50% Payment (Threshold level)	Weightage (Total 100)
1.	**TRC/OMS (if in any month TRC run not done then weightage of TRC items will be distributed in OMS items proportionately (to be calculated separately for UP and DN line)**						40
i	TQI (Absolute value)	Once in 2 month	Avg TQI of entire section	120	> 100	>75	25
	OR						
	TGI (Absolute value)	Once in 2 month	Avg TGI of entire section	130	> 110	>90	25
ii	UML Peaks (Acc) of > 0.3 g **(SR of 30 Kmph)- will be booked on Contractor's account)**	Once in 2 month	No. of peaks in entire section	< 2	<4	< 6	5

iia	Compliance of UML peaks		No. of days taken to attend	< =1	< =2	< 3	5
iii	NBML (peak based) (UN + AL + Twist + Gauge)	Once in 2 month	% of kms affected out of total recorded kms	< 10	< 25	< 30	2
iiia	Compliance of NBML (peak based)		No. of days taken to attend	< 15	< 30	< 40	1
iv	Avg. No. of peaks (> 0.15 g) of per Km	Once in a month	No. of peaks / km	<.0.1	<0 .15	<0 .2	1
iva	Attention of peaks >0.15g		No. of days taken to attend	< 7	< 15	< 20	1
2.	Compliance / Rectification of USFD defects (Action taken for OBS/IMR etc. of rails/welds as per schedule) Target Date (TD) = D (Date of identification of Defect) + X (Stipulated time for attention of defect) (Weekly position of all defects to be considered)						
	Protection	As per USFD Manual	Exceedance of "X" in days	Max.1 for IMR, =<3 days for OBS	No relaxation for IMR and =< 2 for OBS	No relaxation for IMR and =< 3 for OBS	**0.5**
3.	AT welding quality –Defect generation rate (DGR) % (Both USFD + Dimensional Tolerances)	-	% DGR = % of Total No. of defective welds / Total welds done	0.25	< 0.5	**<1.0**	**0.5**
4.	Prescribed inspection & Maintenance Activities (balance adherence) as per Annual Programme of track maintenance submitted in MMP by contractor and approved by DFCCIL	The activities, which were identified and programmed in the month as per maintenance protocol / programme, but not completed in that month, are considered for evaluation.	% Activity overdue by month or more w.r.t AMMP planning	<10%	<20%	**<30%**	**40**
i.	REGULAR TRACK MAINTENANCE (this item includes the cost of all items						**10**

	which are not covered in other KPI items but required for track maintenance as per IRPWM, DFC GR or as per Approved AAMP)						
ii.	Planned tamping of plain track as per 2.1.12 of Part-II Chapter-I						5
iii.	Planned tamping of Points & Crossings as per 2.1.12 of Part-II Chapter-I						0.5
iv.	Slack picking on basis of OMS/TRC results and on basis of various inspection notes and jerk message given by Loco pilot						5
v.	Handling and Stacking of Rails as per instructions of IMSD in charge and shifting of Released rails /sleepers to station yard areas						0.5
vi.	I) Lubrication of Gauge face of outer rail on curves sharper than 1.4 degrees as per IRPWM II) Lubrication and Examination of Fish-plated Joints (includes Joggled Fish plated joints), bolt hole cracks etc as per IRPWM III) Lubrication and attention to SEJs as per IRPWM IV) Regular Cleaning and Lubrication of Points as per IRPWM V) Maintenance of Guard Rail and Steel Channel Sleeper on Bridges and Maintenance of Level Crossings including road surface						2.5 (@ 0.5 each)
vii.	Adherence to Inspection Schedule laid down in Chapter-IV Part-II						5

viii.	Maintenance of yard lines, sand humps, Dead ends, Fauling mark, VTO including de-weeding from yards etc.						5 (@0.5 for each yard)
ix.	Attention to track on Bridges & its approaches and cutting & trimming of trees from OHE point of view						0.5
x.	Attention and proper upkeeps of curves						1
xi.	Casual replacements of rails/sleepers and fixtures						1
xii.	Maintenance of LWR/ CWR/ SWR/ Single rail						1
xiii.	Maintenance of formation						2
5.	Non-Adherence prescribed Maintenance Practices						5
a	Malfunctioning of CWRs - Excess Creep at ATS and creep measuring points	Creep beyond 7 mm at Anti creep device	mm	< 5mm	<7 mm	<9.7 mm	1
b	Fitting deficiency in TO and in plane track including of steel channel sleepers	Zero missing Fittings	% Deficiency	1% Missing /Loose fitting	1.5% Missing /Loose fitting	2% Missing /Loose fitting	0.5
c	Catch/ Toe/Central drain malfunction	No flooding of track	No of Incidence	Zero incidence	1 No of Incidence per 100 Km	2 No of Incidence per 100 Km	1
d	i) Availability of LWR/CWR/SEJ/TO Boards and Marking/brightening of measuring stations for Curve, SEJ, CWR, TO. ii) Availability of KM/Sub KM /Gradient Boards and its brightening iii) Other engineering posts, Temporary Engg. boards, Bridge boards and fouling mark iv) Various boards of LC & Height Gauge of LC and RUBs v) Land boundary posts,	As per IRPWM manual	100%	100%	>95%	>80%	3(@ 0.5 each)

	Station boards vi) Marking of DL, HFL on bridges, water level gauge in RUBs and cleaning of waterways of bridges before monsoon etc						
e	Jungle cleaning from track/Cess	No Jungle /weed on track/ cess/and height of shrubs on slope 30 cms below formation level	% KM	100%	>95%	>80%	0.5
6	**Safety Audit (as per discretion of Engineer on overall performance basis on following aspects)**						
a	Violation of Safety Protocol	As per Safety Protocol	As per discretion of CGM/GM(Co)				2
b	Availability of safety tools with workers/Gangs	As per Annexure ....., part B					
c	Monsoon preparedness on time	As per DFCCIL Monsoon booklet					
d	Working w/o Block for activities for which block is must	As per Safety Protocol					
7	Availability of P-way material inventory as per set yard stick at start of month	As per Annexure IV, part A	As per yard stick	100%	>95%	>80%	1
8	Record keeping of inspection & maintenance activities	As per AMMP	-	100%	>95%	>80%	1
9	Attending unusual / accident site for restoring the track whenever required	As per Annexure V	Delay in Response time beyond time mentioned DMP	<15 minutes	<30 minutes	<1 hours	10

PART-III

CHAPTER – I

PRECAUTIONS WHILE WORKING IN CLOSE PROXIMITY OF EXISTING INDIAN RAILWAY OR DFCCIL TRACK

3.1 Precautions While Working In Close Proximity Of Existing Indian Railway/DFCCIL Track

3.1.1 General

Any construction activity involving the existing embankment/formation/running track of the Indian Railways or DFCCIL shall be carried out only with the prior specific authorization of the Engineer.

3.1.2 Works being executed outside running lines are further divided into following 3 sub-groups depending upon their distance from the IR DFCCIL Running Tracks

a) works being done within 3.5 meters from center of track.
b) works being done between 3.5 meters and 6 meters from center of track.
c) works being done beyond 6 meters from center of track.

It a work site is located for away from the existing track but the vehicles in connection with the work are required to ply within the distance from center of track as mentioned above, it will be construed that the work in being executed under above classification and the relevant instruction will apply.

3.1.2.1 Works being done within 3.5 meters from center of track

All works planned within 3.5 meters from centre of running line or which involve working of machineries and vehicles within this zone, are to be done essentially under block protection andnecessary safety precautions for protection of track as per para 806 and 807 of IRPWM be taken. This includes even occasional plying of vehicles/machineries for short durations.

3.1.2.2 Works being done between 3.5 meters and 6 meters from centre of track.

Following precautions be taken when works are required to be done between 3.5 meters to 6 metersfrom track center or machines/vehicles are required to work/ply within this zone:

3.1.2.2.1 Before start of work demarcation should be done parallel to running track at a distance of 3.5 meters from centre of track in advance, as per sketch B, by 150 mm wide white line of lime. Any work or movement of machinery infringing this line will need block protection. Rail barricading should be put up at such locations, as per sketch C, to ensure that even by carelessness or over sight, vehicles do not infringe fixed dimensions. Barricading design shall be approved by the Engineer.

3.1.2.2.2 In case vehicles have to ply or machineries have to work within this zone, DFCCIL's and contractor's supervisors be positioned as shown in sketch D except for the following:

3.1.2.2.2.1 Instead of a DFCCIL supervisor it would be a responsible and trained staff of the Contractor.

3.1.2.2.2.2 Additional trained staff of the Contractor shall be posted where turning of vehicles is required during

working e.g. earth work bridge work, ballasting etc. Location for reversing vehicles should be nominated and it should be selected in such away that thereis no danger to running trains at such location. Such trained staff of the Contractor should be available with hand flags so that vehicles do not come closer to track by 3.5 meters. Wherever vehicles have to take turn, it should be done in such a way that the driver is invariably facing the running track at all times.

3.1.2.2.3 Look out men should be posted along the track at a distance of 800 meters from location of workwith red flag and to whistle in face of road vehicles and approaching trains. Look out men shall also be suitably trained staff of Contractor as mentioned in para 3.1.2.2.2.2.

3.1.2.2.4 In additional to look out men, caution order needs to be issued to trains and speed restrictions imposed wherever considered necessary.

3.1.2.2.5 Arrangements should be made to protect the track in case of emergency at work site.

3.1.2.2.6 All temporary arrangements required during execution should be done in a manner that moving dimension is not fringed.

3.1.2.2.7 Individual vehicles/machinery shall not be left unattended at site of work. If it is unavoidable and essential to stable it near running track, it shall be properly secured and manned even during non-working hours with all arrangements to protect the track from infringement.

3.1.2.2.8 Any material unloaded or shifted along the track should be kept clear of moving dimensions and stacked at a specified distance from the running track.

3.1.2.2.9 Movement of vehicles/working of machinery should be prohibited at night. However, in case of emergency when night working is unavoidable, adequate lighting shall be provided with all protection measured as mentioned above in full force. All night working near IR track shall require Engineer's prior approval.

3.1.2.2.10 The work site should be suitably demarcated to keep public and passengers away. Necessary signages, boards, cordoning taps etc with marking as "work in progress" etc should be provided at appropriate location to warn public/passengers.

3.1.2.2.11 Contractor's drivers/operators handling vehicles/machineries shall be issued a fitness certificateby the safety officer of the Contractor after educating them about safety norms of working near railway track and after taking assurance in writing for working within vicinity of railway's track.

3.1.2.2.12 While working on cuttings with machineries or when there is movement of vehicles above cutting,if there is possibility of any of the following circumstances, work has to be done under block protection:

(a) Any possibility exists for machinery/vehicle after toppling/due to loss of control comeover track of infringe it.

(b) Chance of machineries machinery/vehicles to come within 3.5 meters from track center thoughworking beyond it.

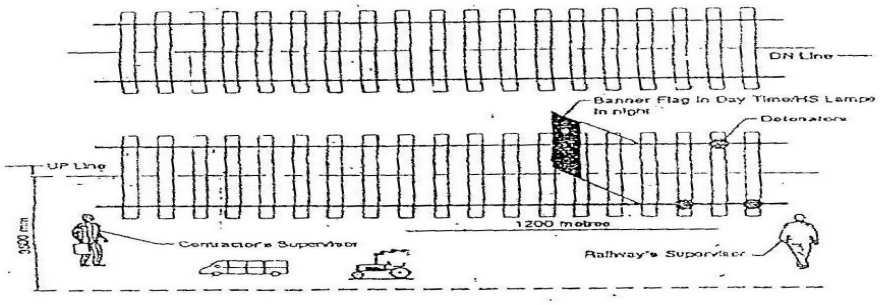
3.1.2.3 Works being beyond 6 meters from centre of IR/DFC track.

No precautions are needed except in cuttings or where the work can affect train running in anyway.

SAFTY/PROTECTION ARRANGEMENT SKETCHES

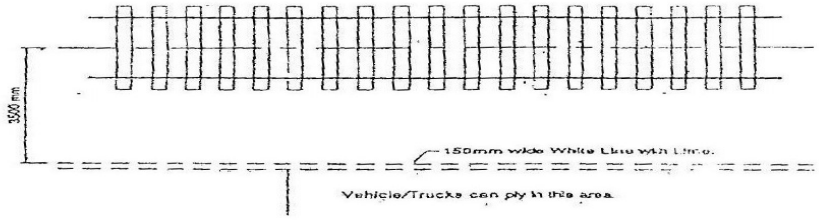
SKETCH - A

Plying of Vehicles/Machinery within 3.5 Mts. from centre of track.



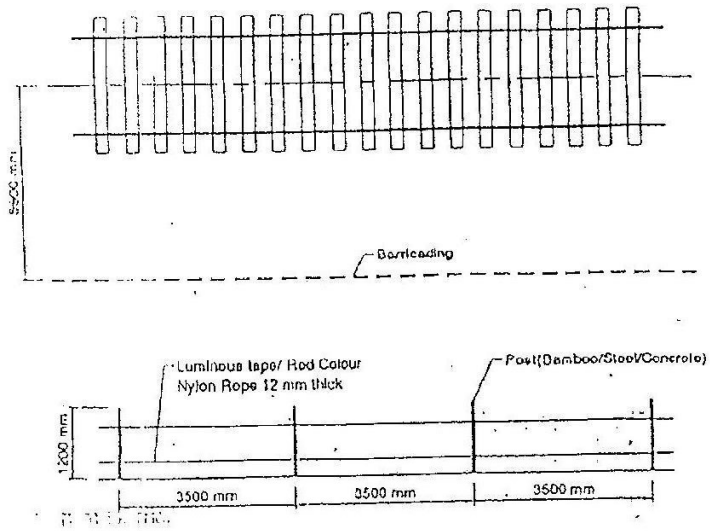
SKETCH - B

Marking of White Line with Lime.



SKETCH-C

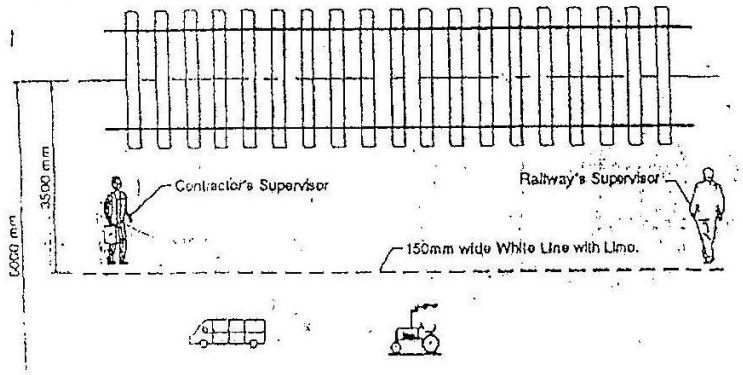
Provision of Barricading.



Elevation of Barricading

SKETCH-D

Plying of Vehicles/Machinery between 3.5 Mts. to 6.0 Mts. from centre of track.



PART-III

CHAPTER - II

CODES & SPECIFICATIONS TO BE FOLLOWED

List, though not exhaustive, of Codes / Specification with up to date corrections slip to be followed is as under:

1. Ministry of Railways Comprehensive Guidelines and Specifications for Railway Formation, Specification No. RDSO/2020/GE : IRS-0004.
2. IR 25T Loading Standards.
3. IRPWM-2020
4. Indian Railway Bridge Manual,
5. Indian Railway Works Manual,
6. DFC Schedule of Dimensions.
7. IR USFD Manual
8. IR AT Welding Manual
9. IR Track Machine Manual
10. DFC Track manual
11. Indian railway USSOR
12. CPWD Delhi Schedule of Rates (Vol.-1) & (Vol.-2), 2021 for Building, Road & Horticulture Works.
13. CPWD Specifications (Vol.-1) & (Vol.-2), 2021.

Note: In case of any conflict between Specification mentioned in Part-II and Part-III of Tender Document, Codes / Specifications mentioned above or otherwise or regarding correct applicability of relevant specification, the decision of Engineer shall be final and binding.

PART-III

CHAPTER - III

PRIORITY OF DOCUMENTS

PRIORITY OF DOCUMENTS

The several documents forming the contract are to be taken as mutually explanatory as one another. If any inconsistency or discrepancy is found in the documents the Client/Employer shall issue any necessary Clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence.

1. The Contract agreement
2. The Letter of Award
3. The Preamble & General Instructions to Tenderers
4. Technical Specifications, Employer Requirements
5. The Schedules
6. Special Conditions of Contract (SCC)
7. General Conditions of Contract (GCC)
8. Any other documents forming part of Contract.

(Part-IV)

TENDER FORMS

(INCLUDING SCHEDULES OF PRICE)

PART- IV CHAPTER I

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Bid Capacity
Form No. 2D	Applicant's Party Information Form
Form No. 3	Financial Packet -B (Bill of Quantity and Schedule of Rates)
Form No. 4	Details of Section
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for issue of free materials Form
No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
FormNo.10	Draft Agreement for JV
FormNo.11	Pro-forma of Participation from each partner of JV FormNo.12
	Power of Attorney for authorized signatory of JV Partners
FormNo.13	Power of Attorney to lead partner of JV
Form No. 14	Proforma for Time Extension
Form No. 15	Certificate of Fitness
Form No. 16	Proforma of 7 days Notice
Form No. 17	Proforma of 48 Hours Notice
Form No. 18	Proforma of Termination Notice
Form No. 19	Deleted
Form No. 20	Format of Integrity pact
Form No. 21	Summary of Insurances
Form No. 22	Format for Affidavit
Form No. 23	Format for Bank Guarantee for BID SECURITY
Form No.24	Certification by Arbitrators appointed under Clause 63 & 64 of General Conditions of Contract

FORM No. 1

OFFER LETTER

Tender No……..
Name of work…….

To,
The Chief General Manager,
DFCCIL,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Amendments.;
(b) We offer to execute the Works in conformity with the Bidding Documents;

(c) Our bid shall be valid for a period of **120 days** from the date of opening of Technical Bid in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble & General Instructions to tenderers.
(e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pendingbefore any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble & General Instructions to tenderers.
(f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
(g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
(h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall constitute a binding contract between us, until a formal contract is prepared and executed; and
(i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering orchanges/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of Bid Security deposit, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
(j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name .....

In the capacity of ……

Signed ....

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

Date .....

FORM No. 2

TENDERER'S CREDENTIALS

S. No.	Description
1	For technical experience/competence, give details of completed or substantially completed similar works during the last Seven years, ending last day of month previous to the one in which tender is invited in the proforma given in Form-2A
2	For financial capacity and organizational resources, give details of contractual turnover for the last three financial years (i.e current financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3	Bid Capacity Details in Form No. 2C
3	Give constitution of your firm. Attach certified copies of legal documents insupport thereof. Form-2D

FORM No. 2A

TECHNICAL ELIGIBILITY CRITERIA DETAILS

Details of the similar works completed.

(as per Para1.3.13 (i) (A) of 'Preamble & General Instructions to Tenderers')

S. No.	Description	Details to be filled by Tenderer	
1	Contract Identification/ Contract Agreement No.		
2	LOA/LOI No. and Award date		
3	Date of Completion		
4	Role in Contract (This criterion must be fulfilled by the JV or Lead Member of JV ONLY)	Prime Contractor ☐	Member in JV ☐
5	If member in a JV, specify share of each JV member		
6	Total Contract Value of this contract		
7	Total payment received against this contract before Tender Opening Date		
8	Similar work completed for	Railway/Metro Railways	
9	Value of Completed similar work under this Contract as defined in requirement of Para 1.3.13(i) (A) (I) and Note of Eligibility Criteria		
10	If member in a JV, specify qualifying amount against Item-9	*[insert percentage]*	*[insert amount]*
11	Employer's Name: Address: Telephone/fax numberE-mail:		
12	**Description of the similarity of Work in accordance with Criteria 1.3.13(i)(A)(I)**		

The Tenderer shall upload Certified completion certificates issued by the client duly signed and scanned/ digitally signed as per Eligibility Criteria of the tender documents along with this form.

Signature of the
Tenderer with Seal

Note: Use separate sheet for each similar work submitted in support of this criterion.

FORM No. 2B

Reference -Para 1.3.13 (i)(B) of 'Preamble & General Instructions to Tenderers'

FINANCIAL ELIGIBILITY CRITERIA DETAILS

Each Tenderer or each member of JV must fill in this form separately.Name

of Tenderer/ JV Partner

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Financial Year	**Amount Currency**	**Exchange Rate**	**Indian National Rupees Equivalent**
Average Annual Contractual Turnover for 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 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 Tenderer or all members constituting the Tenderer.
3. 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 TENDERER

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)

FORM 2C

Reference -Para 1.3.13 (i)(C) of 'Preamble & General Instructions to Tenderers'

BID CAPACITY- DETAILS OF EXISTING COMMITMENT AND BALANCE WORK

Each Tenderer or each member of JV must fill in this form separately.

Name of Tenderer/JV partner:

S.N.	Name of work	LOA no./ CA no.	Employer's Name/ Address/ Contact Details	Date of Award	Stipulated date of Completion	Expected Date of Completion	Value of work completed up to date of NIT	Balance value of work to be completed in 'N'	Remarks

A (Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress) = **Rs…….**

N (Number of years prescribed for completion of work for which bids has been invited) = **……Years**

B (Existing commitments and balance amount of ongoing works with the tenderer as per the above format for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender) = **Rs. ……**

Calculated Bid Capacity of the Tenderer / JV Partner [AxNx2- 0.33xNxB] = Rs……..

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)

FORM No.2D

APPLICANT'S PARTY INFORMATION FORM

Applicant name:

[insert full name]

Applicant's Party name:

[insert full name of Applicant's Party]

Applicant's Party country of registration:

[indicate country of registration]

Applicant Party's year of constitution:

[indicate year of constitution]

Applicant Party's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Applicant Party's authorized representative informationName: *[insert full name]*

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

1. Attached are copies of original documents of

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 andfinancial autonomy, operation in accordance with commercial law, and absence of dependentstatus.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the
Tenderer with Seal

FORM No. 3

Financial Packet "B"

BILL OF QUANTITY AND SCHEDULE OF RATES

Sr no	Description of Item	QTY.	UNIT	DFCCIL		Bidder	
				Rate	AMOUNT (RS)	Quoted Rate % above/below/At Par	Amount (Rs) In word & in Figure
	Schedule A (Lum Sum)						
1	Inspection and maintenance of Track from KM [515] to Km [852.53] Double Line(Including link lines, sidings etc between New Bhaupur and NEew khurja)except items mentioned in below schedule-B	**36**	**Month**	**13465751.65**	**484767059.40**		
	Total schedule A			**Rs. 48,47,67,059.40/-**			
	Schedule B (P-Way not covered in schedule A)						

Sr No	IR USSOR -2019 Items	Description of Item	QTY.	UNIT	DFCCIL		BIDDER	
					Rate	AMOUNT (RS)	Quoted Rate % above/below/At Par	Amount (Rs) In word & in Figure
1	091030	25mm gap 'in-situ' welding and finishing of rail joints as per IR's AT Welding Manual with latest correction slips, RDSO approved welding portion and competent welder, labour, tools, equipments complete during traffic block. {Item includes use of weld trimming machine and grinding of weld finished to meet the weld tolerances and also anti corrosive painting to weld & marking of						

		welded joint, as directed by Engineer in charge} -						
	091031	For 60 Kg Rail, Single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) and Compressed Air Petrol heating technique	300	Each	8315.58	2494674.00		
2	131200	De-stressing of LWR/CWR with contractor's labours, tools & equipments inclusive of all lead & lift. Activities include cutting of LWR/CWR into convenient panels of specified length, removal of ERCs, liners, greasing of ERCs and liner contact area, lifting rails and keeping them on rollers provided at every 15 sleepers, working out elongation of rail ends depending on prevailing site conditions, pulling rails with the help of Hydraulic Tensor to achieve the desired elongation, cutting rails, as required, removing rollers and placing rail in position, re-fixing ERCs & liners and adjustment of gap at SEJs : Note: (1) Welding of rail joints will be paid separately. 2. Rail cutting and Hole drilling shall be paid separately (3) Opening and closing of LC if required will be paid separately. 4. As per instructions of LWR manual & CE's Circulars for destrssing of LWR/CWR						
	131202	With Contractor’s Hydraulic Rail tensor	50000	Track Metre	103.72	5186000.00		

3	151310	Carrying out pre-tamping, during tamping and post-tamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include :(1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing;(2) Clearing of ballast on sleepers to make them visible to operator,(3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM;(4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location;(5) Tightening of loose fittings immediately before & after tamping;(6) Replacement of broken / missing fittings supplied by Railway;(7) Correcting displaced sleepers to position alongwith squaring;(8) Re-setting of worked-out / fallen fittings;(9) Removing and re-fixing joggled fish plates & wooden blocks, wherever necessary;(10) Manual consolidation of ballast in crib / shoulders;(11) Removing and refixing of traction bonds during the block in electrified sections(12) Dressing of ballast NOTE:1. Contractor to provide minimum 30 men with 2 supervisors for carrying out above work.2. Tamping blocks are not identical & it may be given at any time either during day or night.3. Stages of payment a) 30% of the rate will be						

		paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping.4. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre/during/post operation.						
	151311	(a) For day time block working	25000	Track Metre	44.45	1111250.00		

4	151350	Carrying out pre-tamping, during tamping and post-tamping works for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include : (1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing; (2) Clearing of ballast on sleepers to make them visible to operator; (3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM; (4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location; (5) Tightening of loose fittings including check rails immediately before & after tamping; (6) Replacement of broken / missing fittings supplied by Railway; (7) Correcting displaced sleepers to position alongwith squaring; (8) Re-setting worked-out / fallen fittings; (9) Removing and re-fixing joggled fish plates & wooden blocks, OHE bonds & other obstructions, wherever necessary; (10) Removing and re-fixing stretcher bar, as directed; (11) Adjustment in opening and housing of switch for testing operation of points for -						
	151352	1 in 12 Turnouts	50	Set	21590.37	1079518.50		

5	081120	Leading and loading Railway's ballast, collected at yard / depot / mid-section into Railway's BOB / BKH / any other type of open wagon, using JCB or any other approved mechanised method with all ascents, descents, taxes etc. with lead of 250m & all lifts complete as per specifications and as directed byEngineer in-charge	25000	Cum	51.04	1276000.00		
6	081100	Boxing of ballast as per profile mentioned in IR's LWR Manual including cess dressing on both sides of track. The work will include removing excess ballast from track and putting the same in crib and shoulder by leading to a maximum of 50m including crossing of track, deweeding on ballast section etc and as directed by Engineer-In charge	100000	Track Metre	34.04	3404000.00		

7	001220	Earthwork in filling in embankment , guide bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds, if provided, platforms etc. with earth, suitable for embankment as per RDSO latest Specifications and guidelines GE: G-14 of Soil Quality Class SQ2, excavated from outside railway boundary entirely arranged by the contractor at his own cost including all leads, lifts, ascents, descents, crossing of nallahs or any other obstructions. The item shall include demarcation and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, spreading in layers with motor grader, bringing the moisture content to OMC, mechanical compaction to specified density and dressing of bank to final profile as a complete job. The payment shall be made as per finished profile and the rate shall include all costs	41772.075	CUM	387.05	16167881.63		

		including taxes, octroi, royalty etc. except for mechanical compaction which shall be paid extra under relevant item. Cut trees shall be property of railways and to be deposited in the railway godown unless specified otherwise in the Special Conditions of Contract. Note: Payment under this item shall be made only upto the thickness as approved by Engineer-in-Charge. Any additional thickness executed shall be paid under the item of Earthwork in filling in embankment for Soil Quality Class SQ1.						

8	001221	Earthwork in filling in embankment, guide bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds, if provided, platforms etc. with earth, suitable for embankment as per RDSO latest Specifications andguidelines GE: G-14 of Soil Quality Class SQ3, excavated from outside railway boundary entirely arranged by the contractor at his own cost including all leads, lifts, ascents, descents, crossing of nallahs or any other obstructions. The item shall include demarcation and setting out of profile, siteclearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, spreading in layers with motor grader, bringing the moisture content to OMC, mechanicalcompactio n to specified density and dressing of bank to final profile as a complete job. The payment shall be made as per finished profile and the rate shall include all costs including taxes, octroi,	118192	CUM	405.70	47950494.40		

		royalty etc. except for mechanical compaction which shall be paid extra under relevant item. Cuttrees shall be property of railways and to be deposited in the railway godown unless specified otherwise in the Special Conditions of Contract. Note: Payment under this item shall be made only upto the thickness as approved by Engineer-in-Charge. Any additional thickness executed shall be paid under the item of Earthwork in filling in embankment for Soil Quality Class SQ1.						
9	161030	Cutting of rails with Rail Cutting Machine (Saw type) in all types of rail sections with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Rail Cutting Machine (Saw type) will be as per RDSO Specification No. TM/SM/4, dated 24.04.1991 for -						
		On Running Line -						
	161035	60 Kg - 110 UTS	100.00	Each	656.40	65640.00		
10	081150	Unloading of ballast from Railway's Hopper Wagons and distributing the unloaded ballast uniformly over the track and profiling and boxing {it also includes taking out jammed ballast}	10000.00	Cum	93.75	937500.00		

11	211110	Removal of night soil from track (ballast profile and cess) in yard line / block section by manual or mechanical means and dumping at indicated place outside the working area. This item can be operated at locations where trackmen are to be deputed for only track maintenance activities, as per satisfaction to the site engineer in-charge	10000.00	Track Metre	23.65	236500.00		
12	081050	Running out / Putting of railway's stone ballast from existing stacks available along alignment either on top of cutting or on formation or at toe of bank by head leads or by any other means and spreading to the required profile with contractor's labour, tools & plants, as directed by Engineer in-charge. {Payment shall be made based on ballast stack measurement}						
	081051	For lead upto 50m and lift up to 5m	5000.00	Cum	147.77	738850.00		
13	131110	Improving track drainage by Shallow Screening of existing ballast under traffic as per Para 227 {2 (a) to (f)} of IRPWM and Para 6.2-IV of LWR Manual, including removing the crib ballast in 50mm to 75mm depth below bottom of sleeper and complete shoulder ballast without breaking core under the bottom of sleeper, to recover clean ballast by screening on wire mesh and disposing off the muck including throwing & leveling, if required beyond minimum 5m from the edge of cutting which are upto 3m deep or alternatively carting it upto 50m for disposing it off beyond cutting or platforms away from the track, as directed by Engineer in-charge						

		including cutting & making up the cess and ensuring proper drainage slope and then re-inserting cleaned ballast into track and compaction of shoulder and crib ballast by wooden mallet and dressing / profiling ballast as per railway specifications **For PSC sleeper Track (BG) :**						
	131111	For Sleeper Density of 1540 sleepers/Km or more	5000.00	Track Metre	275.12	1375600.00		
14	022030	Providing and laying in position Plain cement concrete of specified Nominal Mix for miscellaneous works like side drains, foundation for OHE masts and other miscellaneous structures excluding the cost of Cement, centering and shuttering - All work up to plinth level :						
i	022031	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size)	100.00	Cum	3100.00	310000.00		
ii	022032	1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size)	100.00	Cum	3195.76	319576.00		
iii	022034	1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size)	150.00	Cum	3272.25	490837.50		
15	025060	Supply and using Cement at Worksite						
	025061	Ordinary Portland Cement 43 grade	121.50	MT	8626.37	1048103.96		
16	025070	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete						
	025072	Thermo-Mechanically Treated bars of grade Fe-500D or more.	10000.00	kg	91.82	918200.00		

17	161190	Tamping of track for picking up slacks in concrete sleeper track by Hand Held Off Track Tamper (Power Pack Version) with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Off-track tamper (Power Pack Version) will be as per RDSO Specification No. TM/SM/OTT/320, dated 28.01.2009	8000	Each	92.30	738400.00		
18	131410	Cleaning & clearing of side drains including disposing of muck beyond Railway boundary as per instructions of Engineer in-charge to keep drains clean and clear in cuttings etc.	150000	Running Metre	38.20	5730000.00		
19	161020	Drilling holes of 16 mm to 32 mm dia. with Rail Drilling machine in all types of rail section with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Rail Drilling Machine will be as per RDSO Specification No. TM/SM/3, dated 24.04.1991 for -						
	161022	On Running Line	200	Each	133.54	26708.00		

20	181080	Overhauling of level crossing including digging out upto 50mm below sleeper, screening of shoulder & crib ballast, making good ballast with Railway's ballast from stacks / heaps, replacing worn out sleepers & fastenings, check rails including scrapping of rails and tarring with two coats with contractor's coal tar, correcting crosslevel, gauge, alignment,surfacing and packing etc., filling back ballast, ramming & levelling road surface and fixing concrete slabs excluding coal tarring of road, as directed by Engineer in-charge Broad Gauge :						
i	181081	Level crossings with asphalted road surface	450	Sqm	968.42	435789.00		
ii	181082	Level crossings with concrete blocks road surface	450	Sqm	929.12	418104.00		
21	61020	Removing rail of all types & length from track, laid on any type & density of sleeper by removing fish plates, fastenings & fish bolts and other materials alongwith keeping released rail and all materials safely on cess, as directed by Engineer in-charge. (cutting & drilling of rail shall be paid separately and work to be done under traffic						

		block & Railway's supervision)						
	61023	BG Track – For Casual/Scattered Renewal work	15000	m	55.91	838650.00		
22	061090	Replacement of sleepers in track with sleepers lying on cess for casual renewal at isolated locations with all fittings complete to specified gauge & cross level with contractor's tools including packing and dressing of ballast, as directed by Engineer in-charge. Released materials shall be neatly stacked and handed over.						
	061091	BG Track (PSC to PSC sleepers)	4500	Each	656.10	2952450.00		
23	081060	Lifting and packing for regrading the existing BG track to required height / level in stages not exceeding 75mm or part thereof at a time, providing permissible ramp for the track, insertion of moorum / sand / stone ballast uniformly under the existing track and placing the same to safe approved gradient, gauge, cushion including levelling and one round of through packing to allow train movement at restricted speed of 30 kmph for a specified length with all leads & lifts and fixing, marking, painting rail level posts, tiebars at every 30m interval. {Note : Lifting of track shall be done in stages as per procedure laid down in Para 233 of IRPWM to get the proposed final level as per approved working profile, as						

		directed by engineer in-charge}						
	081061	In PSC sleeper track	5000	Track Metre	209.21	1046050.00		
24	171130	Leading all types of P.Way materials by road vehicles to destinationexcluding loading / unloading, with contractor's vehicle, crew, consumables, labour, tools & plants etc.						
	171131	Lead upto 10 Km	150	MT	131.90	19785.00		
25	NS	Reconditioning of cupped AT welding Joints and Wheel Burn/scabs of Rails with Translamatic Robotic Welder using flux cored wire TRANSLARAII of M/s CTF France as approved for regular adoption by RDSO/ Lucknow as per work procedure Issued for reconditioning of cupped AT welding joints and wheel burn scabs using Robotic Welding Machine 2019 to give a minimum life of 25 GMT or one year period whichever is earlier along with pre and post USFD testing of the reconditioned weld spot with contractor's labour, tools, power equipment, consumables with all	15000	sqcm	49.32	739800.00		

		lead and lift etc., complete as per the Instructions for Engineer-in-charge at site or work.						
	Total Amount Schedule (B)					**Rs 9,80,56,361.98/-**		
1	**Schedule 'C' -(Any Other Item to be done by the contractor which is not covered in SCH B and to be done one time as per Joint survey. Payment will be done itemwise as per USSOR-2019 with same Rates as updated in items of Schedule B)**					**Rs 50,90,000/-**		
	Total of All Schedules (A+B+C)					**Rs 58,87,23,421.39/-**		
	Total cost of the work (Rs……) in words …… …… ……)							

The above Rates are inclusive of GST @ 18%.

Note : i) Any type of patrolling, USFD, Destrssing is not included in the rate of item No.1 of schedule-A.

ii) Rate of transportation of FREE DFFCIL P-way materials to site from Designated place of handing over, renewal of the same P-way items and Transportation and stacking of released P-way item to designated Location are included in rate of item No.1 of schedule-A

iii) Payments for items in Schedule B will be made as per actual quantity executed at site

FORM No. 4

Details of Section

Section included in scope Start from DFCCIL KM [515] to [852.53] covering [KRJN, DAQN,NHRS, TDLN, MNRN, BDNN, EKLN, ULDN, KNSD, BPUN] yards [Name of all yards along with C/L chainage of yards]. Track structure consist of 60 Kg rail on PSC sleepers with 350 mm ballast cushion. The details of section are as under:

SN	Item	Unit	Qty	Remarks
1	Length of Main Line			
	UP	Km	337.53	
	DN	Km	337.53	
	SL	Km	6.933	
2	SEJ on Main lines			
	UP	Nos	30	
	DN	Nos	29	
3	Length of Track on Steel channel sleepers	Km	0.576	
4	Length of section in Cutting			
	UP	Km	0	
	DN	Km	0	
	SL	Km	0	
5	Length of Track on Bridges			
	UP	Km	1.12	
	DN	Km	1.12	
	SL	Km	0.076	
6	Length of toe drain			
	UP	Km	5.333	
	DN	Km	158.35	
	SL	Km	0	
7	Length of catch water drain			
	UP	Km	0	
	DN	Km	0	
	SL	Km	0	
8	Level crossings in the section	Nos	12	
9	Tunnels	Nos and KM	0	
9	Details of yards			
	No of Yards		10	
	Total Yard line length excluding Main line	Km	27.3	
	No of TO of 1 in 12	Nos	214	
	No of TO 1 in 8.5	Nos	0	
	No of DS	Nos	34	
	Length of Kuttcha drain in yard	Km		
	Length of Pucca drain in yard	Km	9.15	
	No of Dead Ends	Nos	74	
	No of SEJ	Nos	70	
10	No of ISMD		6	
11	No of IMD		2	

FORM No. 5

SAMPLE AGREEMENT

CONTRACT AGREEMENT

(To be executed on requisite value of stamp papers)

This agreement is made on this ……. Day of ..... 2023 BY AND

BETWEEN Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a company incorporated under the companies Act, 1956 and having its office at Supreme Court Metro Station Building, Pragati Maidan, New Delhi 110001 (hereinafter referred to as "EMPLOYER" which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/s …… having its office at.....(hereinafter referred to as " the Contractor" which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) OF THE OTHER PART.

WHEREAS: -

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

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:

   (a) The Contract agreement
   - (a) The Letter of Award /Acceptance
   - (b) The Preamble & General Instructions to Tenderers
   - (c) The Schedules (Bill of Quantities)
   - (d) Special Conditions of Contract (SCC)
   - (e) General Conditions of Contract (GCC)
   - (f) Technical Specifications and Additional Technical Specifications as part of SpecialConditions
   - (g) Any other documents forming part of Contract

3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respect with the provision of the contract.

4. The Employer hereby covenant to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Both the parties shall hereby 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.

6. 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

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the Authorized signatory)	(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Contractor in the Presence of:	Employer in the presence of:
Witness:	Witness:
1.	1.
2.	2.

Name and address of the witnesses to be indicated.

FORM No. 6

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 CGM/ GM Co-ord., 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, under take to pay 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 Deputy Chief Project Manager/ FINANCE, Dedicated Freight Corridor Corporation of India Limited or CGM/ GM Co-ord, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or sufferedby 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 thesaid agreement. Any such demand made on the Bank shall be conclusive as regards the amountdue and payable by the Bank under this guarantee. However, our liability under this guaranteeshall be restricted to an amount not exceeding Rs._____(Rs. _____only).

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

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

4. We,_____(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paidand its claims satisfied or discharged by CGM/ GM Co-ord DFCCIL (Designation & Address of contract

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

5. (a) Not withstanding 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 inwriting 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 maybe 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 enforceany 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) orfor 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 underthe law relating to sureties for the said reservation would relive us from the liability.

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

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

9. This guarantee shall be valid upto_____(Date of completion plus 60 days beyond that). Unless extend on demand by Government. 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 usin writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.
Dated_____the day of the for_____(indicate the nameof Bank)

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

Witness:

FORM No. 7

SAMPLE

STANDING INDEMNITY BOND FOR ISSUE OF FREE MATERIALS

(On paper of requisite stamp value)

We, M/s_____hereby undertake that we hold at our storesDepot/s at_____for and on behalf of the Managing Director/ DFCCIL acting in thepremises through the CGM/ GM Co-ord DFCCIL or his successor (hereinafter referred to as "The Employer") all materials which are issued free of cost by DFCCIL for use in this work to us against the Contract for (_____ _____) on the section_____DFCCIL also referred to as Group/s_____vide letter of Acceptance of Tender_____dated_____and handed over to us by the employer for the purpose of execution of the said contract, until such time the materials are duly used/ 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 directotherwise and shall indemnify the employer against any loss/damage or deteriorationwhat so ever 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 CGM/ GM Co-ord 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 here after becomes due to us under the said or any other Contract.

Dated this day_____day of 2023

for and on behalf of

M/s_____(Contractor)

Signature of witness
Name of witness in Block letter.

Address.

FORM No. 8

ECS / NEFT /RTGS
MANDATE FORM

Date :-

To,

Deputy Chief Project Manager /Finance,
(Name of Field Unit)

Sub : ECS / NEFT / RTGS payments

We refer to the ECS / NEFT / RTGS set up by DFCCIL for remittance of our payments using RBI'sNEFT / 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 addressEnclose a copy of crossed cheque

FORM No. 9

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

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

and

M/s ……having its registered office at ……. (hereinafter referred to as `..... ') in the capacity of a Joint Partner of the other part.

and

M/s ……having 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 partof this MOU.

   (i) Notice for Bid, and
   (ii) Bidding document
   (iii) Any Amendment [Addendum/Corrigendum] issued by Dedicated Freight Corridor Corporation of India Limited
   (iv) The bid submitted on our behalf jointly by the Lead Partner.

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

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

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

a. Lead Partner;

(i) ……

(ii) …….
(iii) .....

b. Joint Venture Partner

(i) ……
(ii) …….
(iii) .....

[Similar details to be given for each partner]

5. JOINT AND SEVERAL RESPONSIBILITY

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 mutualconsultations to enable completion of project to quality requirements within permitted cost and time.

8. BID SECURITY

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 allcosts 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 JointVenture.

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, manpowered the sources.

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 ofwork

c. Execution of detailed JV agreement by the parties, setting out detailed terms afteraward 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 courierto the following fax numbers and addresses:

Lead Partner	**Other Partner(s)**
……	……
(Name & Address)	**(Name & Address)**

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

year first before written.

M/s……..

……

(Seal) Witness

1 (Name & Address)

2 (Name & Address)

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

FORM No. 10

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

To be executed on non-judicial stamp paper of appropriate value in accordance withrelevant 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 apartner 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
    a) Insurance
    b) Sharing of Promotion and Project Costs, Profits, Losses and Remuneration
    c) Financial Administration and Accounting
    d) Guarantees and Bonds
    e) Arbitration
    f) Notices
    g) Sole Agreement and Variation

B. SCHEDULES

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

*****

FORM No. 11

PROFORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF JOINT VENTURE (JV)

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

No…. Dated

From:
……..

To,
CGM/ GM Co-ord
Dedicated Freight Corridor Corporation of India Limited
Address ----------

Sir,

Re: …"*[Insert name of work]*..... ".

Ref: Your notice for Invitation for Bid (IFB) 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 in cur 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 maybe furnished.

FORM No. 12

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

POWER OF ATTORNEY*

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

Know all men by these presents, we … do hereby constitute, appoint and authorize Mr/Ms…..who is presently employed with us and holding the position of ……as 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 thework of … [Name of Work] including signing and submission of all documents and providing information / responses to Dedicated Freight Corridor Corporation of India Limited, representing us inall matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

We here by agree to ratify all acts, deed sand things lawfully done by our said attorney pursuant to thisPower 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……

(Signature of authorised Signatory)

Signature of Lead Partner **Signature of JV Partner(s)**

…… ……

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness1:
Name:

Address:
Occupation:

Witness2:
Name:

Address:
Occupation:

**Notes:*

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

FORM No. 13

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of …….[Name of Work]

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/document sand generally to represent the Joint Venture in all its dealings with the Railways/DFCCIL or any other Government Contractor or any person, in connection with the Bid/contract for the said work until culmination of the process of bidding till the contract agreementif 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 bythe 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 one 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.....2020

……
(Signature)

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

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

FORM No. 14

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No._____Dated : _____

_____

_____

Sub : (i)_____*(name of work).*

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref:_____(Quote specific application of Contractor for extension to thedate 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 competentauthority, 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 anypenalty 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 upto this extension to complete the work by _____(here mention the extended date), further action will be taken in terms of Clause 62 ofthe General Conditions of Contract.

Yours faithfully,

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

FORM No. 15
As per Clause 60.(2) of GCC

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 _____ _____

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.

9. Reasons for:

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

_____
Signature or Left Hand
Thumb Impression of the
person Examined

_____
Signature of Certifying Surgeon

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

FORM No. 16
Reference Clause 62.(1) of GCC
Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS
(Without Prejudice)

To

M/s _____

_____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

2. Your attention is invited to this office/CGM's office letter no. _____ _____, dated _____in reference to your representation, dated_____.

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

Kindly acknowledge receipt.

Yours faithfully

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

FORM No. 17
Reference Clause 62.(1) of GCC
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 underthis 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 General Conditions of Contractto 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 encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

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

FORM No. 18
Reference Clause 62.(1) of GCC
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE_____DFCCIL

(Without Prejudice)

No._____ Dated _____

To
M/s _____
_____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of 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 fromparticipation in the tender for executing the balance work and your Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

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

Form No. 20

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on---------- ----day of the month of---------- 20xx, between, on one hand, the DFCCIL acting through Shri ----- ---------- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s---------- ------- represented by Shri ---------- Chief Executive Officer (hereinafter called the "TENDERER/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 Contractor , constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions.

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 TENDERERs 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. 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 TENDERERs alike, and will provide to all TENDERERs the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular [A] in comparison to other TENDERERs.

   1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or

completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) in reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of TENDERERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular committee itself to the following:-

3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].

3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.

3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.

3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.

3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.

3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Tenderer'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.

3.14 The [A] shall not approach the courts while representing the matter to IEM and he/she will await their decision in this matter.

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 TENDERER'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 ender process or the contact, if already awarded, can be terminated for such reason.

5. Securities/Guarantees

5.1 The Bid Security (also called Earnest Money))/Performance Guarantee shall be as per the provisions of Bid document.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting onits 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 TENDERER(s) would continue.

(ii) The Bid Security deposit (in pre-contract stage) and/ /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 that the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other that 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 orbroker 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] signedby 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 samewithout 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 IXof 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 relatingto 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 TENDERER(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 informationand 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/TENDERER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books

of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at …….. on …….

CLIENT TENDERER

Name of the officer CHIEF EXEUCTIVE
OFFICERDesignation
Deptt./Ministry/PSU

Witness witness

1. ……. 2. …….

Note:

[A]- To be replaced by TENDERER/Seller/Consultant/Consultancy firm/Service provider as the casewas may be

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

FORM No. 21

SUMMARY OF INSURANCES

(**Clause 1.5.12, Part - I, Chapter - V**)

Insurance to be taken by the Contractor

In accordance with the provision of SCC Sub-Clause 1.5.12, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract,the insurance sent for the below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

A. Insurance against Injuries to Person and Damage to property-

Covering any loss, damage, death or bodily injuries which may occur to any physical property or to any person / animal covering loss and damage to Employer property and Employer's personal.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Rs. 100 Lakh per occurrence with no limit on the number occurrences	-	Contractor and Employer	Commencement date	Issue of Performance certificate

B. Insurance of Works and Contractor's equipment's-

The contractor shall insure to cover loss or damage to works, plants, materials and contractor's documents occurring prior to completion of the work until the date of issue of the Taking-Over Certificate for the Works.

Amount (In Rs)	Deductible limits (in Rs.)	Parties insured (names)	From	To
Full replacement value, including delivery to Site plus 15% of replacement cost	-	Contractor and Employer	Commencement date	Issue of Taking-Over Certificate for the Works

C. Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer and the Engineer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

D. Automobile Liability Insurance

Covering use of all vehicles used by the contractor or its sub contractors (whether or not owned by them) in connection with the design, construction testing and commissioning of the facilities under the contract in accordance with statutory requirements.

E. Professional Indemnity Insurance

To cover professional negligence in the design of the works.

Amount (In Rs)	Deductible limits(in Rs.)	Parties insured (names)	From	To
Rs. 200 Lakh	-	Contractor and Employer	Commencement date	Issue of Performance certificate plus 3 years

F. Workers' Compensation

In accordance with the statutory requirement applicable in India.

FORM No. 22

FORMAT FOR AFFIDAVIT TO BE UPLODED BY TENDERER ALONG WITH THE TENDER DOCUMENT

(**Clause 1.3.13(iii), Part - I, Chapter - III**)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)**

Tender Notice No……..

Name of Work:……

I ..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of.....as per the tender No .....of DFCCIL, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.

2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have downloaded the tender document from the website https://www.ireps.gov.in. I/we have verified the content of the document from the website and thereis no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms,statements and attachments in proof of the qualification requirements.

5. **I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.**

6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**

7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect ay any time during process for evaluation of tenders, it shall lead to forfeiture of the tender BID SECURITY besides banning of business for five year on entire DFCCIL. Further, I/we (insert name of the tenderer)**……. and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of BID SECURITY/ and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

9. I/We certify that I/we the tenders(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.

10. I/We have read the clause regarding restriction on procurement from a Tenderer 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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration b the competent authority is enclosed)

DEPONEN

TSEAL AND

SIGNATUREOF THE

TENDERER

VERIFICATION

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

DEPONENT

SEAL AND

SIGNATUREOF

THE TENDERER

Place:

Dated:

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

Attestation before Magistrate/Notary Pubic

FORM No. 23

FORMAT FOR BANK GURANTEE BONDS

Bid Security

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

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

Beneficiary: Dedicated Freight Corridor Corporation of India Limited.

Date:.....

Bank Guarantee Bond No.: **Date:---------**

…… (Designation & address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited (herein called "**the Employer**") having invited the bid for ---------- through Notice inviting tender (NIT) No..---------- , We have been informed that . . . . . *[**Insert name of the Tenderer**]* ---------- (**hereinafter called "the Tenderer"**) intends to submit its bid (hereinafter called "the **Bid**") .

WHEREAS, the Tenderer 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 authorised persons of the Bank]***, have, at the request of the Tenderer, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Employer:

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 Employer 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 Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Anysuch demand made by the Employer 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 Tenderer or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Tenderer and without the Employer 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 orin the constitution of the Tenderer.
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 Employer and the Tenderer, 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 Employer 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 Employer 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 Employer. 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	
DISTRICT	
STATE	
BG ENABLED	

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

Date …… ……

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 No. 24

Reference Para 64.(3)

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. Total Number of Arbitration/DAB/Conciliation Cases presently involved as Arbitrator/DAB Member/Conciliator:

5. Total Number of Arbitration/DAB/Conciliation Cases in which acting as Contractor's (one of the Party to the present dispute) nominee Arbitrator/DAB Member/Conciliator:

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:

(PART -V)

DRAWINGS

PART V

DRAWINGS (Sample)

5.1 Section Details with Key Plan:

S. No	Description	Chainage (from)	Chainage (To)	Between Stations	General Arrangement Drawing No.	Reference Drawings
1	Index Plan (Sheet-01 of 02)	514+800	663+000	New Bhaupur-New Khurja		
2	Index Plan (Sheet 02 of 02)	514+800 6	663+000	New Bhaupur-New Khurja		
3	Index Plan	663+06 5	746+283	New Bhaupur-New Khurja	663-746/ED/Index Plan & Section/2019/R1	
4	Index Plan	746+00 0	851+000	New Bhaupur-New Khurja	746-851/ ED/Index Plan/Section/2019	

Notes:

1. The General Arrangement Drawings are attached as a part of tender document.
2. These GADs are indicative and for reference only.
3. The tenderer shall scrutinizethese drawings before tendering and procure a copy of these drawings for use.
4. The work shall be done as per approved final / detailed drawings.

(PART -VI)

ANNEXURES

Annexure-I
(Free Material)

List of P-way materials to be supplied Free of cost by DFCCIL to Contractor

SN	Name of material	Designated Store for supply
1	All types of P-Way materials of plain track and of special locations	BPUN, ULDN, EKLN, BDNN, TDLN, NHRS, DAQN, KRJN (All IMD/IMSD) and any other Locations under CGM/TDL Unit (Bhaupur-khurja section)
2	Ballast	
3	Detonators for track protection	

Note: All type of consumables and all T&P are not considered free materials

Annexure-II
(Track Machines)

Rate of Hiring of DFCCIL Track Machines.

SN	Name of Track Machines	Rate of Hiring per day (in Rs)
1	DTE	2,25,000/- Per Day
2	PCTM	1,50,000/ per Point
3	MPT	1,30,000/- Per Day

Note: i) The Time of 8 Hrs will be considered one day and time less than 4 hrs will be considered as half day

ii) The hiring period will start from timing one MC is reached in concerned CGM jurisdiction and till last when contractor give written notice that machine is not needed any more.

iii) Fuel & other consumables for machines has to be arranged by Contractor.

Annexure-III
(Monsoon Reserve Materials)

Yard Stick of Monsoon reserve Materials

SN	Name of Materials	Unit	Quantity
1	Boulder	cum	200
2	Stone dust	cum	1680
3	Polyurethrene bags	Nos.	75000
4	Bamboo balli	Score (20 Nos)	600
5	Wooden blocks	Nos.	500
6	Excavator(Poclain) /JCB	As per requirement of DFC	

Location:- BPUN, EKLN,BDNN, TDLN, NHRS, DAQN, KRJN (All IMD/IMSD) and any other Locations under CGM/TDL Unit(Bhaupur-khurja section)

Annexure-IV
(P-way materials and T & P)

Yard stick of consumables, small track machines and T & P Inventory.

SN No.	Name of P-way Materials	Unit	Quantity at
A	P-way T & P		
1	Hammer Handle 3 kg. (Bans)	NOS.	24
2	Hammer Handle 5 kg. (Bans)	NOS.	24
3	Drill Twist/Bit (31.75 mm)	NOS.	24
4	Drill Twist/Bit 27.5/28mm	NOS.	24
5	Drill Twist/Bit (26mm)	Nos.	24
6	Drill Twist/Bit (19mm)	NOS.	24
7	Drill Twist/Bit 17.5mm	NOS.	24
8	Light Wt. Spanner for 60 Kg. Fish . Plate Bolts	Nos.	12
9	Crow bar	NOS.	50
10	Phawrah	NOS.	25
11	Hammer sledge 2 kg.	NOS.	25
12	Hammer sledge 3 kg.	NOS.	25
13	Hammer sledge 5 kg.	NOS.	16
14	Pan morter	NOS.	25
15	G.I. Bucket	NOS.	16
16	Ballast Rake	NOS.	16
17	W/Handle for beater & POWRAH	NOS.	33
18	Wire brush	NOS.	25
19	Portable emergecy light system	NOS.	6
20	Trolly for potable emergency light system	NOS.	3
21	Jim crow (Hydrolic Rail bender)	NOS.	6
22	Abrasive rail cutting disc wheel	NOS.	12
23	Rail Tongue	NOS.	12
24	Shovel with handle	NOS.	45

25	Box spanner	NOS.	12
26	Rail cutting blade (hacksaw blade)	NOS.	50
27	H.S flag Reg with Handle PVC + Cap	NOS.	50
28	H.S flag Green With Handle PVC + Cap	NOS.	25
29	Banner flag with stand	NOS.	50
30	safety chain	NOS.	12
31	Steel whistle	NOS.	12
32	Pad Lock (75mm)	NOS.	6
33	LED based tricolour torch	NOS.	33
34	Wire claw	NOS.	60
35	Grease Graphite	Drum(180Kg)	6
36	Hexagonal Bar (28 mm)	NOS.	16
37	Jack mechanical made from forged steel components for lifting track from the bottom flange of rail having cap. 15 ton complete with handle etc.	NOS.	12
38	Wooden block (Hard Wood) approx. Size 0.5 mx0’25’’ 0.15m	NOS.	83
39	ERC clip applicator of special design with moving wheel and heavy duty clip holding hook made from alloy steel duly heat treated for hassle free working and long life.	NOS.	24
40	Spl type forged keying hammer approx. Wt 2kg. With wooden handle.	NOS.	12
41	Adjustable spanner heavy duty forged from steel with adjusting ring.	NOS.	5
42	Tarpaulin heavy duty waterproof size approx 5 mtr x 5 mtr with eyelet etc.	NOS.	16
43	Tent for using on site with folding pipe frame and waterproof cladding double ply size 10x10x6.5 complete with pegs and tie-ropes and erection accessories	NOS.	6
44	Heavy duty wire punji made from aloy steel wire for handling ballast.	NOS.	50
45	Caution indicator board	NOS.	36
46	Stop board	NOS.	36
47	Speed restriction board 15 Kmph	NOS.	36
48	Speed restriction board 30 Kmph	NOS.	36
49	Speed restriction board 45 Kmph	NOS.	36
50	Speck restriction hoard 50 Kmph	NOS.	36
51	Speed restriction board 75 Kmph	NOS.	36
52	Termination Board goods	NOS.	36
53	Termination board goods LH	NOS.	36
54	W board	NOS.	36

55	W/L board	NOS.	36
56	Special type Gauge cum level	NOS.	18
57	Solar power / Electric/Battery Motor Trolley	NOS.	6
58	Cross handle "Rail Tongue“ made from round bar as per Railway specification	NOS.	10
59	Umbrella made from heavy duty waterproof synthetic cloth with wooden handle.	NOS.	120
60	Number plate size 15x15	NOS.	50
61	First Aid Box Aluminium/PVC containing essential medicines/bandage to meet day to day site medical emergencies like wound, burn, fever & ache etc.	NOS.	6
62	Search light LED based with rechargeable battery and its adaptor complete with wire etc.	NOS.	12
63	Steel Axe made from alloy steel	NOS.	6
64	Heavy duty leather gloves for field staff.	NOS.	33
65	PVC chair seat from self propelled P.way trolley.	NOS.	16
66	Telescopic extendable folding aluminium ladder having length in close state approx. 2.5 feet and 9 feet in extended state complete with closing opening arrangement etc.	NOS.	6
67	Safety Shoes	NOS.	120
68	Water Bottle	NOS.	120
69	Safety Gloves	NOS.	120
70	LED based torch	NOS.	41
71	Hooter	NOS.	3
72	Abrasive Rail Cutter with spare disc	NOS.	12
73	Rail Cutting Machine (Saw type) with Blades	NOS.	12
74	Rail Drilling Machine	NOS.	12
75	Chamfering Kit with spare HT bolts	NOS.	12
76	Double Action trimmer for At weld	NOS.	6
77	Rail profile weld Grinder	NOS.	6
78	Off track hand rail temper of BOSCH+ Off Track hand held Rail temper Gen.Set(yato)	NOS.	24
79	Track lifting Jacks(15T) Hydraulic	NOS.	12
80	Lifting & Slewing/traversing Jack Device	NOS.	6
81	hydraulic rail tensor (70T)	NOS.	6
82	Rail dolly	NOS.	12
83	Mono Rail Wheels Barrows	NOS.	12

84	self propelled light weight trolley	NOS.	6
85	gas cutting equipment with one set of spare gas cylinder(cylinder is not available)	NOS.	6
86	portable DC welding generator (15HP)	NOS.	2
87	Hand held rail grinder machine	NOS.	6
88	CRT (Continuous rail thermometer)	NOS.	8
89	off track hand held rail temper gloves	Pair	24
90	off track hand held rail temper mask	Nos.	24
91	off track hand held rail temper goggles	Nos.	24
92	off track hand held rail temper earmuff	Nos.	24
93	Tree cutter chain saw cutter	Nos.	6
94	Bush cutter	Nos.	6
a	Male Pin(Z-2 Type)	Nos.	16
b	Female (Fork) (G-2 Type)	Nos.	16
95	Torque Wrench for 20mm bolt	Nos.	6
96	Torque Wrench for 24mm, bolt	Nos.	6
97	Torque Wrench for 30mm bolt	Nos.	6
98	Torque machine	Nos.	2
99	Any Other Items required for maintenance		

Note: The above provided list is non-exhaustive, the Quantity as well as the material list may increase as per site requirement. This is responsibility of the contractor to maintain other materials should be duly available at site for smooth running of trains.

Annexure-V
(Response time for Breakdown)

Response time for various Breakdowns Activities

SN	Breakdown activities	Unit	Response time
1	Rail/weld fracture (Temporary repair)	Min	60 min in day time) 90 Min (in Night Time)
2	Rail/weld fracture (permanent repair)		48 Hrs
3	Carcass removal		60 min (in day time) 90 Min (in Night Time)
4	Raincut attention		Immediate, emergent attention at the earliest possible. Permanent repair not more than 3 days.
5	Derailment/Accidents		Immediate, emergent attention at the earliest possible, work to be started within 2hrs (immediate)
6	Removal of IMR USFD Defects	Hrs.	48 hrs
7	Track Alignment major defects		At the earliest possible but work to be taken up within 2hrs
8	Replacement of damaged/wornout/cracked/switches/crossing/SEJ Channel Sleepers		Immediate, at the earliest possible but work to be started within 2hrs
9	Any other Activity-as may be considered necessary by DFCCIL		As communicated by DFCCIL
10	Failure of glued joints		60 min (in day time) 90Min (in Night Time)

Annexure-VI

General Conditions of Dispute Adjudication Agreement

1. Definitions

Each "Dispute Adjudication Agreement" is a tripartite agreement by and between:

(a) the "Employer";

(b) the "Contractor"; and

(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".

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.

2. General Provisions

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.

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.

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).

3. Warrenties

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 promptly 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.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

(a) experienced in the work which the Contractor is to carry out under the Contract,

(b) experienced in the interpretation of contract documentation, and

(c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

(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;

(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-VII

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-VIII

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:_____Date:_____

Annexure-IX

DETAILS OF LAND WERE CONTRACTOR CAN CONSTRUCT HIS STORE AND LABOURE HUTMENTS FOR HIS MANPOWER.

SN	Name of station along with DFC chainage	Area of land spare able to Contractor (in sqm)
1	BPUN/DFC Ch.518	250
	KNSD/ DFC Ch.558	250
	ULDN/ DFC Ch.585	250
	EKLN/ DFC Ch.618	250
	BDNN/ DFC Ch.664	250
	MNRN/ DFCC Ch 698	250
	TDLN/ DFC Ch.725	250
	NHRS/ DFC Ch.769	250
	DAQN/ DFC Ch.798	250
	KRJN / DFC Ch.850	250

End of Tender Document