

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED**

(A Government of India Enterprises under Ministry of Railways)

E-Tender Document

For

Name of Work :- For Supply , Installation , Testing and commissioning of Two sets of Electric Lifting Barriers along with Sliding boom barriers and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway

Tender No. :- MUM/N/S&T/LC 81 , dtd. 06 .12.2021

(Participation through e-Tender Only)

Visit: www.ireps.gov.in/ itslink at www.dfccil.com

(Help Desk of IREPS : 011-23761525)

December 2021

Employer :
CHIEF GENERAL MANAGER / NORTH / MUMBAI
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS

Chapter I of Part I**(i) NOTICE INVITING TENDER (NIT) (Online)**

1.0 Chief General Manager /North / Mumbai for and on behalf of DFCCIL invites Tender on prescribed forms for the execution of the following work:

1.1	Tender No.	MUM/N/S&T/LC 81 dated 06.12.2021
1.2	Name of Work	For Supply , Installation , Testing and commissioning of Electric Lifting Barriers along with Sliding booms and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway
1.3	Type of Tender	Open Tender (Single stage).
1.4	Duration of Contract	03 months
1.5	Estimated Cost of Work	Rs. 63,94,502.09 (NIT Cost Including GST)
1.6	Cost of Tender Document (Non- Refundable)	Rs. 5,000/- Plus GST @ 18% = Rs. 5,900/- to be paid online through payment gateway provided at www.ireps.gov.in
1.7	Earnest Money Deposit (earnest) (Tender Security)	Bid Security Declaration In lieu of Earnest Money: Contractor to submit Bid Security Declaration as per attached Format (Form No. 20 of PART-III) in lieu of Earnest Money. Tenders received without Bid Security Declaration shall be summarily rejected.
1.8	Uploading of NIT and Tender Document	06.12.2021 at 15.00 hrs. on www.ireps.gov.in
1.9	Last Date and Time of Submission of Tender (Online)	21.12.2021 up to 15.00 hrs. on www.ireps.gov.in
1.10	Date and Time of Opening of Tender (Online)	21.12.2021 at 15.30 hrs. on www.ireps.gov.in
1.11	Tender Validity	120 days from the Date of Opening of Tender.
1.12	Address for Communication	Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001
1.13	Help Desk for E- Tendering	For any clarification, help and registration for E-Tendering & matter relating to Digital Signature contact at Help desk of www.ireps.gov.in and phone No. 011-23761525

1.14	Availability of Tender Documents	<p>The Tender documents can be downloaded from www.ireps.gov.in Tenderer who wishes to view free Notification and Tender Documents can visit www.ireps.gov.in</p> <p>DFCCIL may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which shall be issued at least Fifteen days in advance of date of opening of tender and placed on the www.ireps.gov.in only.</p>
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2.0 General

- 2.1** No request for extension of the Tender Due Date shall be considered.
- 2.2** The Offer shall be valid for 120 Days from the date of opening of the tender, and extended further if required from time to time. The Contractor cannot withdraw their offer within the period of validity/extended validity lest liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration.
- 2.4** Notice Inviting Tender (NIT), Tender Document and Corrigendum/Addendum if any, will be posted on the E-Tendering website www.ireps.gov.in. Tenderer are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/ date of submission of tender due to tenderer's failure to submit his offer, will not be accepted.

(i) Format for Covering Letter of Tender.

(On Letter Head of Firm/Company)

To,

Chief General Manager /North,
DFCCIL, 7th Floor, New Administrative Building,
D. N. Road, Mumbai 400 001

Sub.: For Supply , Installation , Testing and commissioning of Electric Lifting Barriers along with Sliding booms and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway

Ref: Tender No. MUM/N/S&T/LC 81 dated 06.12.2021

1. I /We..... have read the various terms and conditions of tender attached hereto and hereby agree to adhere by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and if I/We default thereof, I/We will be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration. I/We offer to do the work as set out in the Tender Document. I/We also agree to abide by the Terms and Conditions of the Contract and to carry out the work according to the Scope of Work and Terms and Conditions of Contract as laid down by the DFCCIL Administration for the execution of present contract.
2. Bid Security Declaration in lieu of Earnest Money Deposit is submitted along with offer. I/We will be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies if:
 - a. I/We do not execute the Contract Agreement within 30 (thirty) days from the date of issue of Letter of Acceptance; or
 - b. I/We do not submit a Performance Security in the form of Bank Guarantee equal to the requisite value (equal to 3% of contract value) as per the Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
 - c. I/We do not commence the work within 7 days after receipt of Letter of Acceptance or from the date as specified in the Letter of Acceptance; or
 - d. I/We withdraw the offer during the period of validity/extended validity; or
 - e. When any of the information furnished by the tenderer not found true.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the Letter of Acceptance or my/our accepted offer for the work.

(Signature of Bidder)

(Name and Address of the Bidder)

(Signature of witness)

(Name and Address of the Witness)

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

S. No.	Documents to be Attached	Tick Yes/No
1.	The Covering Letter as per format given in the Section 2.	
2.	Power of Attorney of the person signing the tender documents in Original if specific to this work or Attested Copy of the General Power of Attorney of the Company in favour of the person signing the tender.	
3.	Certified Copy of GST No, PAN Card & Aadhar Card.	
4.	Certified Copy of Registration of Company/Firm/Agency, Partnership Deed /Memorandum and Articles of Association of the Company/Firm/Agency.	
5.	Constitution of the Company/Firm/Agency in the form prescribed in Annexure-III	
6.	Complete Tender Document including Corrigendum/Addendums Signed by the Bidder.	

Important Notes:

Documents No. 1 to 6, should be scanned and uploaded along with offer as attachment at website www.ireps.gov.in.

Chapter II of Part I**INSTRUCTIONS TO BIDDERS****1.0 The salient features of the contract are as follows:**

i.	Tender No.	MUM/N/S&T/LC 81 dated 06.12.2021
ii.	Name of work	For Supply , Installation , Testing and commissioning of Electric Lifting Barriers along with Sliding booms and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway
iii.	Duration of contract	03 months from the Date as Specified in the Letter of Acceptance and further Extendable at the Same Rates, Terms and Conditions at the discretion of DFCCIL from the Date as Specified in the Letter of Acceptance.
iv.	Contract value	Rs. 63,94,502.09/- (NIT Cost Including GST)
v.	Earnest money	Bid Security Declaration in lieu of Earnest Money: Contractor to submit Bids Security Declaration as per attached Format (Form No. 20) in lieu of Earnest Money. Tenders received without Bid Security Declaration shall be summarily rejected.
vi.	Performance Security	3% of Total Contract Value in the form of Bank Guarantee to be submitted within 15 days from the Date of Issue of Letter of Acceptance (LOA).
vii.	Security deposit/ Retention Money	Overall Security Deposit is 5% of Contract Value. Security Deposit shall be deducted @ 10% from each of the running bills till realization of the full amount.

2.0 SUBMISSION OF E-TENDER: -**2.1 Tender Document Obtaining Process**

2.1.1 It is mandatory for all Tenderers to have Class-III Digital Signature Certified from any of the Licensed Certifying Agencies ('CA') to participate in E-Tendering of DFCCIL, (Tenderer can see the list of Licensed CAs from the link www.cca.gov.in), in the name of the person who will submit the Online tender and is authorized to do so.

2.1.2 To participate in E-Tender, it is mandatory for Tenderers to get themselves registered with

the IREPS (www.ireps.gov.in) and to have User ID and Password.

- 2.1.3** www.ireps.gov.in is the only website for submission of tender. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on www.ireps.gov.in.

2.2 Submission of Offer

- 2.2.1** Tender shall be submitted through Online mode only at www.ireps.gov.in. Tender submitted by any other mode will not be accepted.
- 2.2.2** All the required documents (legible) as mentioned in Check list from S. No. 1-6 have to be uploaded along with the offer on www.ireps.gov.in **failing which, the bid shall be summarily rejected and shall not be considered for further evaluation.**
- 2.2.3** The detailed instructions of e-tendering can be read through website www.ireps.gov.in
- 2.2.4** The Addendum/Corrigendum, if any; shall be hosted on the website www.ireps.gov.in
- 2.2.5** The tender will be accepted only in e-tendering mode and **no other mode** of submission shall be accepted.
- 2.2.6** The supporting documents for Eligibility Criteria are essentially required to be uploaded on the website www.ireps.gov.in.
- 2.2.7** The **bid** shall be accepted through **Online mode only.**
- 2.2.8** Tenderers are required to give Un-Conditional Offers. A Conditional Offer is liable to be rejected. DFCCIL reserves the right to modify, expand, restrict, scrap, reject and re-float tender without assigning any reasons whatsoever.
- 3.0** The Tenderers shall closely peruse all the clauses, instructions, terms and conditions, scope of work, specification etc. as indicated in the Tender Document before quoting. Should the Contractor have any doubt about the meaning of any portion of the Tender Document or find discrepancies/omissions in the tender document issued or require clarification, he shall at once contact the authority inviting the tender for clarification at least ten days before the due date of submission of the tender.
- 4.0** Bid Document shall be accompanied by all the documents required to be submitted as specified in the Tender Document along with all Addendums and Corrigendum.
- 5.0** All Bids shall be submitted in accordance with the instructions contained in the Tender Document (Bid Document). Non-compliance of any of the instructions contained in the Tender Document is liable in Bid being rejected.
- 6.0** After award of contract to the Successful Contractor, if it is observed that there is any discrepancy or ambiguity about any terms and conditions mentioned in the Tender

Document, the interpretation of same given by DFCCIL shall be considered as final and binding.

7.0 For the same Item featuring at more than one place in different sections, the order of priority shall be as follows:

- (i) Financial Bid.
- (ii) Notice Inviting Tender.
- (iii) Instructions to Bidders.
- (iv) Scope of Work.
- (v) Special Conditions of Contract.
- (vi) General Conditions of Contract.

For example, if any Item is found common in Special Conditions of Contract and General Conditions of Contract then the provision given in Special Conditions of Contract will prevail over General Conditions of Contract for the same Item.

8.0 Contractor must fill up all the schedules and furnish all the required information on e-mode as per the instructions given in various sections of the Tender Document.

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

10.0 DFCCIL reserves all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of DFCCIL in this regard shall be final and binding. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's bid.

11.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Tenderers shall be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS. The decision of the DFCCIL in this regard shall be final and binding.

12.0 The evaluation of tenders will be made on the basis of fulfillment of Eligibility Criteria mentioned in the Bid Document. However, DFCCIL reserves the right to seek any clarification from the Contractor.

13.0 Modification/Substitution/Withdrawal of Bids:

- i) Once bid is submitted, the tenderer will not be allowed to withdraw the offer.
- ii) The tenderer can however modify their bid till closing time of tender. In case of

revising the bid, the revised bid will supersede earlier bids and the latest bid will be considered for evaluation.

14.0 Opening and Evaluation of Bids:

- (i) E-Tender shall be opened Online at the address given below at the time and date as specified in Section -I (Notice Inviting Tender) in the presence of Tenderers or their authorized representatives, if they choose to attend the Online Tender Opening.
Address: Online Opening of Tender
Chief General Manager (North) Mumbai, DFCCIL, 7th Floor, New Administrative Building, Central Railway, D N Road, Mumbai – 400001
- (iii) For participating in the tender, the Authorized Signatory holding Power of Attorney shall be the Digital Signatory. In case, the Authorized Signatory holding Power of Attorney and Digital Signatory are not same, the Bid shall be considered Non- Responsive.
- (iv) The Authority shall Open Bid Documents received in electronic form Online at 15.30 hours on 21.12.2021.

15.0 Deadline for Submission of Tender:

Tenderer must ensure to complete the tender submission process in time as www.ireps.gov.in will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of 21.12.2021).

- 16.0** Contractor may visit the site on any working day to assess the Scope of Work before submitting their offer.

17.0 Cost of Tender Document:

The Tenderer shall deposit cost of tender as prescribed in section-I, online through payment gateway of www.ireps.gov.in

18.0 Earnest Money Deposit/Bid Security Declaration (Tender Security):

- (i) Tenderer must submit the Bid Security Declaration in prescribed format along with their offer.
- (ii) Tenders received without Bid Security Declaration in the manner given in the format shall be summarily rejected.
- (iii) Dedicated Freight Corridor Corporation of India Limited (DFCCIL) reserves the right to banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer if:
 - a) Does not execute the Contract Agreement within 30 (thirty) days from the date of Issue of Letter of Acceptance; or

- b) Does not submit Performance Security in the form of Bank Guarantee of the requisite value (equal to 3 % of contract value) as per Annexure-I of Tender Document, within 15 days of issue of Letter of Acceptance; or
- c) Does not commence the work within 7 days after receipt of Letter of Acceptance or date as specified in the Letter of Acceptance.
- d) Withdraws the offer during the period of validity/extended validity.
- e) When any of the information furnished by the tenderer not found true.

PART- I
Chapter- III

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1.3.1 Introduction

(i) General

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

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

(ii) Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839 Km long from Dankuni to Ludhiana via Dankuni– Asansole– Dhanbad– Gaya– Sonnagar - Mughalsarai- Allahabad- Kanpur- Tundla- Aligarh- Khurja- Bulandshahr–Meerut– Saharanpur– Ambala- Ludhiana.

Western DFC Route will be approximately 1520 Km long from Dadri to JNPT via Rewari – Iqbalgarh - Vadodara-JNPT.

Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested.

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

Road over bridges (ROB) are being constructed on the level crossings falling on Western Corridor of DFCCIL. These ROB's shall span over the existing railway lines, the proposed DFCC lines and on approaches. The ROB's shall be constructed in Railway and DFCCIL portion with composite girders/ *Bow string girders/ Through girders* based on Railway GADs and design, and on approach portion, RE wall, RCC girders/ PSC girders etc. based on State Government GADs and detail

Designs, and suitably designed RCC abutments, piers and foundations including staircases and other allied components. Depth of type of foundation shall be decided/ designed based on detailed geotechnical investigation at ROB's sites. Before execution or during execution, if there is a modification/correction in approved GADs of Railways/State Government, the Agency has to execute the work as per modified/corrected GADs, for which Contractor shall not be entitled to any extra payment or claims.

(iii) Scope of Work

On behalf of President of India, CHIEF GENERAL MANAGER (North) Mumbai herein after referred to as 'DFCCIL' is inviting sealed tenders from Firms/Companies/ Joint Ventures having requisite experience and financial capacity for execution of the following work:

For Supply , Installation , Testing and commissioning of Electric Lifting Barriers along with Sliding booms and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway

(iv) Scope of work is as per the requirements given in the Bid.

(v) Cost of the work: The estimated cost of the tendered work is approximately Rs.63,94,502.09 (NIT Value including GST Amount)

(vi) The Tenderer shall be governed by General Conditions of Contract (GCC), Preamble and General Instructions to Tenderers (ITT) and Special Conditions of Contract (SCC). Wherever, there is a conflict in any condition between USSOR conditions, 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 Conditions of Contract specific to this work and shall be applicable in the contract.

(vii) Location

Works are to be executed in the jurisdiction of Mumbai Division of Western Railway with approaches of ROB's in State Government land. However, DFCCIL reserves right to change the site of work anywhere in adjacent/adjoining area of the work defined in Para 1.3.1(iii) above in the jurisdiction of CGM//NORTH/MUMBAI/DFCCIL and the contractor shall be bound to execute the work without any extra cost.

1.3.2 (A) Tender Bid

The Tender Bid shall be submitted online **through uploading on e-tender web site**

Address:- www.ireps.gov.in as under:-

TECHNICAL BID

Eligibility/Qualifying element of the Tender Bid along with other documents mentioned in para 1.3.2 (b) (i), here in after called “TECHNICAL BID “

FINANCIAL BID

Price elements of the Tender Bid as per para 1.3.2 (b) (ii), herein after called “FINANCIAL BID”.

The TECHNICAL BIDs **received through e-tender along with Bid Security Declaration, Tender Fee and other statutory documents** shall be opened on the date of tender opening and the detailed scrutiny of TECHNICAL BID shall be carried out.

The “FINANCIAL BID” **received through e-tender** shall be opened only of those tenderers who qualify in "Technical Bid".

The Financial Bid of un-qualified tenderers shall not be process further and not opened. The detailed procedure for tender opening and processing is given in Para 1.3.5.

1.3.2(B) Deleted

1.3.3 Tender Document

This tender document consists of following three parts:

PART/CHAPTERS	DESCRIPTION
PART – I	
Chapter I	Notice Inviting Tender (On line)
Chapter II	Instructions to Tenderers
Chapter III	Preamble and General Instructions to Tenderers
Chapter IV	General Conditions of Contract
	Pre-Contract Integrity Pact
Chapter V	Special Conditions of Contract
PART – II	Technical Specifications
PART - III	Tender Forms

1.3.4 Deleted

1.3.4.1 to 1.3.4.9 Deleted.

1.3.4.10 Pre-bid conference: There will be pre-bid conference at **11.00 hours on 14.12.2021 at the office of Chief General Manager/North, DFCCIL**, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai-40001. **Bidders should give their queries in writing at least 3 days prior to Pre-bid conference.** All interested firms / contractors may attend the Pre-bid conference. DFCCIL response to queries as well as addenda to bidding document will be posted on the DFCCIL's website. Non- attendance at the pre-bid conference will not be a cause for disqualification of the bidder.

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

Dedicated Freight Corridor Corporation of India Limited

Attention: Dy.CPM/S&T/N / MUM

Telephone: 9004079108, Facsimilenumber:-022-22634184

Electronic mail address: mjpatel@dfcc.co.in

1.3.4.11 Conditional tenders are liable to be rejected. DFCCIL however reserves the right to reject such tenders summarily without assigning any reasons whatsoever. The Railway also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the Railway and can call upon the Tenderer to withdraw such conditions. If any deviations from the General conditions/ special conditions/ specifications are proposed by the tenderer, they should be mentioned statement of deviation in Annexure 'A' and not elsewhere in the tender documents.

1.3.4.12 If it is found at any stage of the finalization of the tender or during actual execution of the work that the information furnished in this tender, including clarifications, is incorrect, the tenders are likely to be rejected.

1.3.4.13 Sales Tax/Commercial Tax/Works Contract Tax:

Taxes prescribed by the Central government/State Government/Local bodies at the rate prescribed by them will be recovered from the bills from time to time.

1.3.4.14 The list of documents (Check list) to be attached along with the tender documents is as under: -

- Various Pro-forma attached with tender document as per Part III.
- Covering Letter as per Format given as per Part III..
- Documents fulfilling the eligibility criteria as per Form No 2A and 2B as per Part III.
- List of personnel, organization available on hand and proposed to be engaged for the subject work.
- List of plants & machinery available on hand (own) and proposed to be inducted (Own & hired to be given separately) for the subject work.
- List of works completed in the last three financial years and current financial year giving description of work, organization for whom executed, approximate

value of contract at the time of award, date of award, date of schedule completion of work, date of actual commencement of work, actual date of completion and completion cost. Supportive documents/certificates from the organizations with whom they had worked should also be enclosed. Certificate from private individuals for whom such works were executed will not be accepted.

- List of works on hand indicating description of work, contract value, date of award, value of work executed & approximate value of balance work yet to be done. Supportive documents/certificates from the organizations with whom they are working should also be enclosed. Certificate from private individuals for whom such works are being executed will not be accepted.
- Method statement, PERT CHARTS & Construction schedule vis-à-vis deployment resources.
- MOU for JV and Partnership deed as per Forms 9,10,11,12 and 13 of as per Part III.
- Power of Attorneys as per Form 12 & 13 as per Part III.
- All above documents duly signed & completed in all and signing each and every page of the document.
- Pan Card, GSTN Registration.

1.3.5 Opening of Tender:

- (a) Tender will be opened online at **15.30 hrs. on 21.12.2021** , in CHIEF GENERAL MANAGER(North), Dedicated Freight Corridor Corporation of India Limited, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai, India, in the presence of the tenderers or their representatives as may be present at the prescribed date and time.

- (b) After the opening of “TECHNICAL BID” of all the tenderers, these Bids shall be scrutinized and analyzed. If found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose Bid are considered complete and meet eligibility criteria shall be shortlisted.
- (c) The **FINANCIAL BID** 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 short listed 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 of online financial Bids of Shortlisted tenderer shall be advised to qualified tenderers well in advance to enable them to depute their representative.

1.3.5.1 The Employer (DFCCIL) will notify Bidders in writing who have been rejected on the grounds of their Technical bids being substantially non-responsive to the requirements of the bidding document and their price bids i.e. FINANCIAL BID (Packet-B) submitted online will not be opened.

1.3.6 Constitution of the Firm: -

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

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

- (a) Sole Proprietorship Firm: The tenderer shall submit the notarized copy of the affidavit.
- (b) Partnership Firm : The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.

(c) Joint Venture: The tenderer shall submit documents as mentioned in clause 65 of GCC.

(d) Companies registered under Companies Act-1956: The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of company.

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

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

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

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

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

1.3.7 Validity of Tender: -

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

1.3.8 Deleted

1.3.9 Execution of Contract Agreement: -

The Tenderer whose tender is accepted shall be required to appear in person at the office of **CHIEF GENERAL MANAGER/North, DFCCIL, 7th floor, Central Railway New Administrative Building, D.N. Road, Mumbai-40001** 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 banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to take action as per Contract Condition for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer.

1.3.10 Security Deposit on Acceptance of Tender:

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

1.3.11 Tenderer's Address

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

1.3.12 Right of DFCCIL to Deal with Tenders

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

1.3.13 (i) Eligibility Criteria**(A) : Technical Eligibility Criteria**

Criteria	Compliance Requirement		Documents
Requirement	Single Entity	Joint venture	Submission Requirements
(i) The tenderer / JV firm or Lead Member of JV firm must have satisfactorily completed at least one single work in last three previous financial years and the current financial year upto the date of submission of tender, of construction of any one of the following having minimum value of 35% of the Advertised value of tender:	Must meet requirement	Existing JV - Must meet requirement. Or Lead Member of proposed JV- Must meet requirement	The tenderer shall submit the completion certificates / certified completion certificates from the client(s) and or Photostat of original certificates of client.
<p>1 Railway LC Gate interlocking works</p> <p style="text-align: center;">OR</p> <p>2 Outdoor / Indoor work of station Signal Interlocking with RRI/PI/EI.</p> <p style="text-align: center;">OR</p> <p>3 Outdoor / Indoor work of signal interlocking at IBHs</p> <p style="text-align: center;">OR</p> <p>4 Outdoor / Indoor work of signal interlocking at Auto location Huts in Automatic Block sections.</p>			<p>All documents either original or photocopy should be attested by Notary.</p>

Note:

1. Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
2. In case the tenderer/s is a partnership firm, the work experience shall be in the name of partnership firm only.

- (B) Value of completed work done by a member in an earlier JV Firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying his / her compliance to the above-mentioned technical eligibility criteria in the tender under consid **Financial Eligibility Criteria**

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

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.

1.3.13 (ii) Credentials of Tenderer

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

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

- (c) The tenderer shall submit the completion certificates/certified completion certificates from the client(s) or Photostat of original certificates of client. All documents either original or photocopy should be attested by Notary. These

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

The following will be applicable for evaluating the eligibility:

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

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

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

Notarial Stamp there on.

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

1.3.14 Period of Completion

The entire work is required to be completed in all respects within 03 months (Three months) from the date of issue of the acceptance letter. Time is the essence of contract. The contractor shall be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

- 1.3.15** If the Tenderer/s deliberately gives any wrong information about credentials / documents in his / their tenders and thereby create(s) circumstances for acceptance of his /their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend business with such tenderer. In such case the tenderers shall be banned from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies.

1.3.16 Quantum of work and materials:

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

1.3.17 Employer not bound to accept any tender:

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

1.3.18 Schedule of Prices

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

1.3.19 Performance Guarantee: Refer relevant clause of GCC.

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

1.3.21 Negotiation:

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

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

1.3.22 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 girders, etc. from the yard to the final site of placement etc.

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

PART - I
CHAPTER - IV

GENERAL CONDITIONS OF CONTRACT

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CHAPTER IV

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

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

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

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

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

GENERAL OBLIGATION

2. (1) Execution Co-relation and intent of contract Documents :-The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one 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 notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/CGM/nominated by DFCCIL.

3.(1) Law governing the contract:-The contract shall be governed by the law for the time being in force in the Republic of India.

- 3.(2) Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4. Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
- 5. Service of Notices on Contractors:-**The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.
- 6. Occupation and use of land :-** No land belonging to or in the possession of the Railway / DFCCIL/ State govt. shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-Railway bodies / persons are permitted to use Railway/State Govt. premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
- 7. Assignment or subletting of contract:-** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in

respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub- letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub- contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.

8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavour to obtain or assist the contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.
9. **Deleted**
10. **Carriage of materials:-** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.
11. **Deleted**
12. **Representation on Works:-** The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.
13. **Relics and Treasures:-** All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor

shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.

- 14. Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 15. Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways /DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) Security Deposit:-** Security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 16.(2) Recovery of Security Deposit:-** Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:-
- (a) Security Deposit for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note

(ii) below); FD etc. shall be accepted towards Security Deposit.

Security deposit shall be returned to the contractor after the expiry of the D e f e c t Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / CGM, DFCCIL, then JA grade officer / CGM, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways / DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

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

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

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 15 (Fifteen) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 15 (Fifteen) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 3% of the contract value:-
- (i) Deleted
 - (ii) Irrevocable Bank Guarantees from any Nationalized / Indian Scheduled Commercial Banks;
 - (iii) Government Securities including State Loan Bonds at 5 percent below the market value.
 - (iv) Deposit receipts, pay orders, Demand Drafts. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Deleted
 - (vi) Deleted
 - (vii) Deleted.
 - (viii) Deleted
 - (ix) Deleted
 - (x) Deleted
 - (xi) Deleted

Note: deleted.

- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.

- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India / DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 60 days of the service of the notice to the effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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

17-A Extension of time in Contracts:- Subject to any requirement in the contract as to

completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

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

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

- (iii) **Extension for delay due to DFCCIL:-** In the event of any failure or delay by the

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

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

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

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

Further competent authority while granting extension to the currency of contract under clause 17.(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or

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

- 18.(2)** The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/ROB /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 07 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for

execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

19.(4) Setting out of works:- The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

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

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

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

20.(4) Separate contracts in connection with works:- The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works

and shall properly connect and coordinate his work with theirs. If any part of the contractors work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

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

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

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

22.(2) Drawings and specifications of the works:- The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.

22.(3) Ownership of drawings and specifications:- All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.

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

consistent with the contract Documents and reasonably inferable there from.

22.(5) Meaning and intent of specification and drawings:- If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the Chief Engineer/ General Manager/ROB,/CGM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23 Working during night:- The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.

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

25. Sheds, stores houses and Yards:-The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock

as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

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

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

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

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

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

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

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

26A.3 Deleted

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

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

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

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

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond

the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

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

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

31.(2) Deleted

31.(3) Deleted

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

31.(4)(b) Deleted

32. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection,

declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

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

33.(2) Hire of DFCCIL / Railway's Plant:- The DFCCIL may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

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

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

34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the

execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

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

35. Deleted.

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

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
- (c) Necessary for the safety of the works or any part thereof.

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

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

affects the whole of the works, as an abandonment of the contract by the DFCCIL.

- 37. Rates for items of works:-** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties 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:-** Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the “Schedule of Rates of Railway” modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works

by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore- mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the CGM/General Manager/ROB within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CGM's/ General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.

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

40.(2) Clearance of site on completion:- On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to contract to be in writing: - In the event of any of the provisions

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

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

42.(2) (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

(ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(i) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.

42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under

clause-39 of these conditions.

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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;
 - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) **Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL .**
3. In cases where decrease is involved during execution of contract:

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

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

CLAIMS

43.(1) Monthly Statement of Claims:- The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any

additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract:-** The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract.
- 45. Measurement of works:-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:-

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

46.(1) "On-Account" Payments:- The Contractor shall be entitled to be paid from time to time by way of "One-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer's or the Engineer's representative's certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

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

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

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

46A PRICE VARIATION CLAUSE: (Not Applicable)

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

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

48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

49.0 Approval only by maintenance Certificate:- No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

50.(1) Maintenance Certificate:- The Contract shall not be considered as completed until a

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

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

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

51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit:- It is an agreed term of contract that the DFCCIL reserves to itself

the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

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

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

52.0 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of

the Central Government pending finalization or adjudication of any such claim.

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

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

- (i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's

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

LABOUR

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

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

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

54A. Apprentices Act:- The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or subcontractors 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.

550 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 fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

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

immediately employed by him.

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

55A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

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

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

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

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

from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

55D. A) Contractor is to abide by the provision of Payment of wages act & Minimum wages act in terms of clause 54 and 55 of Indian Railways General Condition of contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/Updation of portal shall be done as under:

- a) Contractor shall apply for one time registration of his company/firm etc. in the **Shramikkalyan** portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID(Pan No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of this letter of Acceptance (LOA)/ 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.

B) While processing payment of any 'On account bill' or 'Final bill' or release of 'Advances' or 'Performance guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representative that "**I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in tillMonthYear.**"

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

57.0 Provision of Workmen's Compensation Act:- In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor

or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

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

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

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

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

59.(3) Preservation of peace:- The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and

other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.

59.(4) Sanitary arrangements:- The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.

59.(5) Outbreak of infectious disease:- The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.

59.(6) Deleted

59.(7) Medical facilities at site: - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.

59.(8) Use of intoxicants: - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Non-employment of female labour: - The Contactor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.

59.(10) Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services

Within one Year Of Their Retirement : The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies, forfeit Performance Guarantee (PG) and Security Deposits (SD) of that contract.

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

60.(2) Medical Certificate of fitness for labour: - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

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

60.(4) Medical re-examination of labourer:- Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the

capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:

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

DETERMINATION OF CONTRACT

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

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

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

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

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before

his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

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

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Pro-forma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hours notice (Pro-forma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses:

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

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

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

- (a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

63.0 Matters finally determined by the DFCCIL – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director /General Manager/CGM, DFCCIL and the Director/General Manager/CGM, DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in

clauses 8, 18, 22.(5), 39, 43.(2), 45.(a), 55, 55A.(5), 57, 57A, 61.(1), 61.(2) and 62.(1) to (xiii)(B) of General Conditions of contract or in any special clause of the conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64. (1) Demand for Arbitration :-

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

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

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

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

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

(d) The place of arbitration would be New Delhi/Mumbai. The decision of DFCCIL shall be final and binding.

64.(1) (iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of

arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

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

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

64.(3) Appointment of arbitrator

64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL .

64.(3)(a)(ii) In cases not covered by the clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.

- 64.(3)(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re- constituted tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 64.(3) (a) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day- to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 64.(3)(a)(v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64.(3)(b)(i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- 64.(3)(b)(ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.
- 64.(3)(b)(iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the

Presiding Arbitrator shall prevail.

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

64.(6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.

64(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

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

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

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

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

654 The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

655 Deleted.

656 One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening

of the tender, one similar single work for a minimum value of 35% of advertised tender value and as defined in technical eligibility criteria. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.

- 65.7** A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose is enclosed along with the tender, Form No. 9).
- 65.8** Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the tenderer shall be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies.
- 65.9** Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 65.10** Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 65.11** On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 65.12** On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar

under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the tenderer shall be liable for banning from submission of bids in any works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS, as per Bid Security Declaration without prejudice to any other rights or remedies in case of Successful Tenderer and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :

- 65.121** Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways / DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 65.122** Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability period after the work is completed.
- 65.123** Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 65.13** Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- 65.14** No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said tender/contract.
- 65.15** Documents to be enclosed by the JV Firm along with the tender:
- 65.151** In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
- (a) Notary certified copy of the Partnership Deed,
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper

of appropriate value (in original).

(c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

65.152 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

65.153 In case one or more members is/are limited companies, the following documents shall be submitted:

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

65.154 Deleted

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

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

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

PRE-CONTRACT INTEGRITY PACT

PART-I
CHAPTER IV

Annexure – I

PRE CONTRACT INTEGRITY PACT

1.4.1 General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on one hand, the DFCCIL acting through Shri _____ Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFOR,

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

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

Enabling BIDDERS to abstain from bribing or including 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 Integrity Pact and agree as follows:

Commitments of the CLIENT

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits 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 the advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
 - 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular[A] in comparison to other BIDDERS.
 - 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. IN such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular committee itself to the following:-

- 3.1 The [A] will not offer, directly or through intermediaries any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, conducted directly or indirectly with the bidding process, or to any person, organisation 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 of forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavour to any person in relation to the [B] or any other [B] with the Government.
- 3.3 [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/document.
- 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 defence 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 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 BIDDERS firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. **Previous Transaction:**

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the [A] shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum of the CLIENT on demand within three working days without any demur whatsoever and without seeking any

reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.

- (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanction for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations:**

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A] shall entitle the CLIENT to take all or any one or the following actions, wherever required.
 - (i) To immediately call of the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
 - (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than LIBOR. If any outstanding payment is due to the [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/ warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
 - (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/ rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
 - (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
 - (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The CLIENT will entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A], of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other stature 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/system or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of the India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the [A] to any other Ministry/ Department of the Government India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. **Independent Monitors**

- 8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultant with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designed by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to that treat the information and documents of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact of 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 action stipulated in this Integrity Pact is 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

CLEINT

Name of the Officer

Designation

Deptt. /Ministry/ PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PART - I
CHAPTER V
SPECIAL CONDITIONS OF
CONTRACT

PART - I

CHAPTER V

SPECIAL CONDITIONS OF CONTRACT

- 1.5.1** This Tender shall be governed by Preamble and General instructions to tenderers, General condition of Contract, Special conditions of contract, Technical Specifications, Additional Technical specifications (if any), Drawings, Forms, Annexures, etc.
- 1.5.2** If there are varying or conflicting provisions in the documents forming part of the contract, Engineer shall be deciding authority with regard to the intentions of the provision and decision of Engineer will be final and binding on the contractor.
- 1.5.3** **Scheme of work:-** Within a period of 30 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for execution of work and various documents enumerated in tender papers to the employer.

1.5.4 Quality Assurance Plan for Substructure and foundation

(Not applicable for this tender)

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

1.5.5 Quality Assurance Plan for Superstructure including bearings
(Not applicable for this tender)

- (a) All materials used in the work shall be of the best quality as per codes / Specifications for fabrication and erection of steel girder bridges (B1-2001) amended till date. Quality Assurance Plan shall include for materials used and for workmanship of work. Quality Assurance Plan shall also be prepared for erection of girder and casting of deck slab. The contractor shall submit Quality Assurance Plan for the superstructure and bearing. The contractor shall also ensure that the Employer's prescribed Quality Assurance Standards are rigidly followed for the construction of superstructure including bearing. Since, the superstructure is Composite girder. Quality Assurance Plan shall be in line with Quality Assurance

plans prepared by RDSO for Open Web Girder and POT & POT-PTFE bearings. These plans are to be approved from the DFCCIL.

- (b) The contractor shall ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection through Quality Assurance Plan.
- (c) The Contractor shall adopt a suitable Quality Assurance Programme according to approved instructions, drawings, specifications, etc.
- (d) The erection scheme of composite girder shall be approved by DFCCIL before start of erection of girder.
- (e) Fabrication of composite girder will be inspected by DFCCIL's Engineer in Charge / RDSO / PMC's representative.

1.5.6 Expenses of Employer' Representative – (Not applicable for this tender)

All the expenses of Engineer's representative shall be borne by the Employer whether the inspected material is finally utilised in work or not.

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

1.5.8 This programme of the Contractor shall generally cover the followings: - **(Not applicable for this tender)**

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

1.5.8.2 The documentation control system:

- (i) Basic control system.
- (ii) Adopted at manufacturer's work
- (iii) Adopted at the Contractor Depot and work site.

1.5.8.3. Procedure adopted for:

- (i) Source Inspection.
- (ii) Incoming raw material inspection.
- (iii) Verification of material purchased.
- (iv) Fabrication Controls.
- (v) Site erection controls.

1.5.8.4 Inspection and Test Procedure for:

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

1.5.8.5 System of handling and storage.

1.5.8.6 System of quality audit.

1.5.8.7 System of maintenance of records.

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

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

1.5.9 Traffic Blocks / Power Blocks / Shut Down:

- (a)** The contractor shall obtain Power / Traffic / Shut down in the name of authorized representative of DFCCIL. Engineer/Engineer's representative will facilitate to make arrangements to obtain power blocks / shutdown (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track work. Works such as foundations of abutments/piers shall generally be done without blocks. However if block is required due to safety considerations, the construction shall be done under block. The requirement of shut down, power blocks etc. shall be assessed by the contractor and will be submitted to the Engineer/Engineer's representative. All the erection of girders etc. shall be done under minimum power block/shut down. Contractor will arrange minimum two gangs of labours i.e. expert of TR line fitters, Semi skilled fitters, labours etc. with supervisors and sufficient tools and tackles required as per site conditions. Work will be done day & night with war foot level with the approval of the Engineer/Engineer's representative. Block will be provided for each ROB individually.
- (b)** Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost.
- (c)** Block period shall be counted from the time the TR-line is placed at the Contractor's disposal at the work-spot till it is cleared by the Contractor.
- (d)** Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with the traffic

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

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

1.5.10 Work By Other Agencies

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

1.5.11 Infringement of patents:

- (a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Employer himself. Royalties where payable for the use of such patented processes, registered drawings 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 desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Employer, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- (c) Indemnification by contractor:-** In the event of any claim or demand being made or action being brought against the Employer for infringement of later patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Employer of such equipment machine, plant work or thing, the contractor shall indemnify the employer and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Employer shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Employer if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Employer for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.5.12 Insurance:-

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

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

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

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

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

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

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

1.5.13 Accident:-

- (a) The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the employer at all times indemnified and protected against all claims made and liabilities incurred under Workman's Compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.
- (b) The contractor shall indemnify and keep the employer indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons sustained due to the acts or omission of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's

Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

- (c) The contractor' liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by workmanship, material, execution or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.
- (d) The contractor shall be responsible for all repairs and rectification of damages to completed works or works under execution due to Railway /DFCCIL accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installation are provisionally handed over to the employer.

1.5.14 Safety Measures:-

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, but shall then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide flagman or look out men for protection of such persons. The employer shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work.
- (b) Blasting of rocks for foundation work shall be done only after due notice is given to the employer and time/s and date /s for blasting operations agreed to by the employer. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Employer's flagmen on duty take necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock .The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks.
- (c) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub -contractors or workmen. He shall give due notice to his employees and workers about provision of this para.
- (d) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on

the Railway, in such a way that they do not hinder Railway operation or affect the proper functioning of or damage any Railway/DFCCIL equipment, structure or rolling stock except as agreed to by the employer, provided that all damage and disfiguration caused by the contractor at his own cost failing which cost of such repairs shall be recovered from the contractor.

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

**1.5.15 Guarantee / Defect Liability Period:-
(Not applicable for this tender)**

- (a) The Contractor shall guarantee that all the works executed under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period of 6 months from the date of taking over by the Employer**
- (b) During the period of guarantee the Contractor shall keep available an experienced engineer / man power to attend to any defective works / installations resulting from defective erection and/or defect in the installation supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials, or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Engineer his successor(s)/Nominee.
- (c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the executed work whether such parts / structural elements of his own manufacture or those of his sub-contractor / supplier whether arising from faulty materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of parts of executed work detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have

failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Employer at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the Employer.

- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the structural elements until the expiration of six month from the date of such replacement or renewal or until the end of the above mentioned period whichever is later.

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

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

1.5.16 Final Acceptance:- (Not applicable for this tender)

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

completed until the issue of final acceptance certificate by the Employer.

- (c) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

1.5.17 Payment:-

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

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Employer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the employer for subletting whole and/or part of the work to any sub-contractor.
- (iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding

to the Contractor or other conditions of the contract.

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

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

1.5.19 Performance Guarantee:-

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

1.5.20 Arbitration:- Refer to clause 63 of GCC.

1.5.21 Additional SPECIAL CONDITIONS OF CONTRACT GENERAL:

In these Special Conditions of Contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

"General Condition of Contract" shall mean General Conditions of Contract – as contained in this Tender/ Bid document vide chapter IV First Sheet.

Standard Specifications shall mean "Indian Railways Unified standard specifications (works and materials) Vol –I &II in Tender form (First sheet).

Standard Schedule Items/Rates shall mean the Items/Rates in the Unified standard schedule of rates (works & materials)-2011

All other terms shall have the same meaning as assigned to them in the General Conditions of Contract and Standard Specifications.

Where there is any conflict in conditions/Specifications contained in various parts, order of precedence will be as given below-

Any foot note given by the Railway in the schedule of quantities and rates.

Description of item in the Schedule of Quantities and rates.

Special Specifications.

Additional Special Conditions/of Contract.

Standard Specifications.

Special Conditions of Contract.

General Conditions of Contract.

Where there is any conflict in the description, Unit, rate etc. of items based on USSOR-2011, as included in the "Schedule of items, Quantities and rate " incorporated in the tender/Contract document on the one hand and the USSOR-2011 on the other hand, USSOR-2011 should prevail.

Every endeavour has been made to avoid any error which can materially affect the basis of the Tender and it is understood that the Contractor has taken upon himself and provided for the risk of any error which may be subsequently and shall make no subsequent claim on account thereof.

1.5.22 PRODUCTION OF TEST CERTIFICATES:

The contractor shall have to produce Test Certificates for any items of material procured by him for use in the work as may be called for by the Engineer or his representative to establish that the materials conform to the specification for the works. The Contractor shall produce Test Certificates issued by an authority acceptable to the Engineer in regard to the relevant properties of high tensile steel wires, reinforcement steel or structural steel (as supplied and used by the Contractor) including the country name of manufacturer) .

1.5.23. PAYMENT OF ROYALTY CHARGES:

All taxes, royalty charges, etc. of whatever nature in connection with the work including extraction and supply of rubble stone/stone ballast/sand/moorum/earth or any other material used on the work shall have to be borne by the Contractor. The Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities/Collector and produce the same to the Engineer after completion of the supply but before release of the final bill.

1.5.24 . ROYALTIES AND PATENT RIGHTS:

The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses.

The contractor shall indemnify, the Railway or any agent, servant or employee of the Railway against any action, claim or proceedings relating to infringement use of any patent or design any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the contract. In the event of any claim being made or action being brought against the Railway or any agent, servant or employee of the Railway in respect of any such matters , as aforesaid, The contractor shall indemnify notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific direction issued by the Railway but the contractor shall pay any royalties or other charges payable in respect of any such use.

1.5.25 . INCOME TAX

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax Authorities.

1.5.26 GST

GST as applicable from time to time on taxable value of each running account bill shall be paid by DFCCIL, however the rates in this tender are inclusive of GST.

1.5.27 PERMITS, FEES, TAXES & ROYALTIES

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all taxes and duties including GST

The DFCCIL authorities will not take any responsibility of refund of such taxes/fees. Any violation, in the legal provision of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be sole responsibility of the Contractor and his legal heirs.

1.5.28 STATUTORY INCREASE IN DUTIES, TAXES ETC

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

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the contractor and shall not be reimbursed to him on any account. The tender shall be inclusive of all taxes levies as mentioned in 1.7 above.

Further **DFCCIL** shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies, octroi, etc including GST. At the time of quoting/ bidding contractor should bear the above fact in mind.

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 deposition of applicable GST to the concerned authority.

1.5.29 . EXCISE DUTY OR ANY OTHER TAXES/DUTIES:

The contractor shall bear full excise duty, sales tax and / or any other taxes/ duties levied by State Government and / or Central Government/Local bodies from time to time. This would be entirely a matter between the contractor and the State / Central Government /Local bodies. No claim, what so ever, on this account shall be entertained by DFCCIL.

1.5.30. ROAD TAX CHARGES:

Road Tax/Charges levied by Government for movement of vehicles of contractor, used in transportation, shall be borne by the contractor and no re-imbursement on this account will be made by the DFCCIL.

1.5.31. FOREIGN EXCHANGE REQUIREMENTS:

Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.

1.5.32: EMERGENCY WORKS

In the event of any accident or failure occurring in the execution of work/ arising out of it which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency/agencies to execute or partly execute the necessary work or carry out repairs if the Engineer-in-charge considers that the contractor(s) is/are not in a position to do so in time without giving any notice and charge the cost thereof, to be determined by the Engineer-in-charge, to the contractor.

1.5.33. CUTTING/UP ROOTING OF TREES:

No extra rate shall be paid for cutting or up-rooting trees but the contractor would be authorised to take away the tree observing the forest laws of the land.

1.5.34. OBSERVANCE OF BONDED LABOUR SYSTEM (ABOLITION ORDINANCE ACT, 1975):

The "Bonded Labour System (Abolition Ordinance, 1975)" would apply to the present contract. The contractors shall duly observe the provisions thereof.

1.5.35. JURISDICTION OF COURTS:

If any dispute arises between the parties with respect to this contract, any application or suit shall be instituted only in the court within the local limits of whose jurisdiction, the CPM / NORTH / MUMBAI / DFCCIL Office is situated and both the parties shall be bound by this clause.

1.5.36 ANTI PROFITEERING CLAUSE:

The contractor should adhere to anti profiteering provisions as per section 171 of the CGST Act. Where due to change in the rates of GST / Change in law, the contractor gets any credits / benefits, the same shall be passed on to DFCCIL by way of reduction in prices.

1.5.37 EXTRA SAFETY PRECAUTIONS

1.5.37.1 SAFE METHODS:

The Contractor shall at all times, adopt such safe methods of working as will ensure safety of structures, equipment and labour. Safety rules that should be adhered to are given as guidelines in Annexure C. If at any time, the DFCCIL finds the safety arrangements inadequate or method of working unsafe, the Contractor shall take immediate corrective actions as directed by the Engineer's representative. Any directions in the matter shall in no way absolve the Contractor of his sole responsibility to adopt safe working methods. The Contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.

It is the responsibility of the Contractor to ensure safe loading, transportation and unloading of materials and equipment etc. Any loss or damage caused to adjacent Railway property will have to be made good by the contractor at his/their own cost, failing which recoveries shall be effected from the running bill of the contractor as per the Clause No. 46(1) of the General Conditions of Contract.

The liability arising out of accidents, if any, to persons will be met by the contractors and the Railway will not be responsible for any damage or compensation thereof. The contractor shall follow the provisions laid down in Contract Labour Act, 1972. The contractor shall be entirely responsible for ensuring safety of his labour, vehicles, plant or equipment while working along or near the track and highways and shall programme his working so as not to interfere with the movement of trains and road traffic. No extra payment shall be allowed to the contractor for all safety precautions to be observed during the execution of the work. The cost of all such precautions shall be deemed to be included in the rates for all items of the schedule.

1.5.38. PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK:

1.5.38.1. The contractor shall not allow any road vehicle belonging to him or his suppliers etc., to ply in railway land next to the running line. If for execution of certain works viz. Earthwork for parallel railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the engineer incharge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The engineer-in charge or his authorised representative will personally counsel examine & certify, the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

The road vehicles and drivers will ply only between sunrise and sunset.

Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.

The vehicles shall ply 6m. Clear of track. Any movement/work at less than 6m and upto minimum 3.5 clear of track centre shall be done only in the presence of DFCIL / Railway employee authorised by the Engineer-incharge. No part of the road; vehicle will be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the railway.

The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to this equipment & men and also damages to railway and its passengers.

Semi-permanent fencing as approved by the Railway Engineer should be provided by the contractor at his own cost along the running line at a distance of 3.5 metres from the centreline of the nearest track at work sites where vehicles/machineries are likely to ply close to the track. This fencing should remain in position till the vehicles/machinery are required to work adjacent to running line.

Engineer-incharge may impose any other condition necessary for a particular work or site.

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and hand-holds shall be provided on the

ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to one vertical).

1.5.38.2. Scaffolding or staging more than 3.5 meters above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

1.5.38.3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.

1.5.38.4. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladders upto and including 3.5 metres in length. For longer ladders this width should be increased by at least 20 mm for each additional metre of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipments. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any persons or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of the defense. of every suit, action or other proceeding at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any suits, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

1.5.38.5. Demolition: Before any demolition is commenced and also during the process of the work:

All roads and open areas adjacent to the work site shall either be closed or suitably protected;

No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged;

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding;

No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

In addition, workers employed on mixing asphalted materials, cement and lime mortar shall be provided with protective goggle.

workers engaged in white-washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles; workers engaged in welding works shall be provided with protective goggles; stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

1.5.38.6. The contractor shall submit the methodology proposed to be adopted for execution of works for approval of the Railway Engineer with a view to ensure safety of trains, passengers & workers and he shall also ensure the methods and arrangements are actually available at site before start of work and contractor's supervisors and workers have clearly understood the safety aspects and requirements to be adopted / followed while executing the work.

1.5.38.7. The contractor shall maintain an assurance register at each site, which shall be got signed by both DFCCIL supervisor as well as contractor's supervisor in token of their having understood the safety precautions to be observed at site.

1.5.39. JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALLING, ELECTRICAL AND TELECOMMUNICATION CABLES.

A	A number of Engineering works in connection with gauge conversion / doubling / third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to Cabins, ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization
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	under open line on construction units under CAO/C are executing various signaling and telecommunication works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel are also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. Generally, these works are executed by contractors employed by these organizations.
B	However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by Contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical deptts. Such Cable faults results in the failure of vital signaling and telecommunication circuits.
C	Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and RailTel organization, wherever such works are being done by them) Officers of the respective divisions and by the Construction Organization, while carrying out any digging work near to existing signaling& telecommunication and electrical cables, so that the instances of cable cut due to execution of works can be controlled and minimized.
1	S&T Department (and TailTel, where they have laid the cables) & Electrical Deptts. shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. This cable route plans shall be made available to the DSE/DEN or Dy. CE/C as the case may be by Sr.DSTE/DSTE or Sr.DEE/DEE of the divisions or Dy. CSTE/C or Dy.CEE/C within a reasonable time in duplicate. DSE/DEN or Dy.CE/C or Dy.CEE/C within a reasonable time in duplicate. DSE/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P.Way& Works.
2	Before taking up any digging activity on a particular work by any agency, Sr.DSTE / DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. After ensuring that the concerned executing agencies, including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing.
3	After getting the permission from S&T or Electrical Deptt. as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for

	commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE (Sig) or SE (Tele) or SE (Elect) shall be created chargeable to the estimates of doubling / Gauge conversion, who can help engg. agencies in the execution of the work. However basic responsibility will be of the Department executing the work and the Contractor.
4	The SE (P.Way) or SE (Works) shall pass on the information to the concerned SE (Sig) or SE (Tele) or SE (Elect) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE (P.Way) or SE (Works), which in turn shall pass on the information to the Test Room / Network Operation Centre of RailTel / TPC / Electrical Control.
5	On receiving the above information, SE (Sig) or SE (Tele) or SE (Elect) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
6	The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering Control as soon as the concerned Engg. official issued the letter authorizing commencement of work to the contractor. Test Room be given a copy and Test Room shall collect any further details from the Engineering Control and shall pass it on to S&T / RailTel& Elect. Officials regularly.
7	In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature of work, kilometer etc. be given to the Engineering Control including the contract person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test Room / Network Operations Centre of RailTel / TPC/ Elect. Control.
8	Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division / RailTel / Construction can plan the works properly for shifting. Such shifting works shall, in addition, for security and integrity of the cables, be supervised by S&T supervisors / TailTel supervisors / Electrical Supervisors.
9	The concerned SE(P.Way), SE(Works / SE(Sig) / SE (Tele) SE (Elect) or RailTel supervisors, supervising the work of the contractor shall ensure that the existing

	emergency sockets are not damaged in view of their importance in providing communication during accident / emergency.
10	In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering Contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE (Sig) or SE (Tele) or SE (Electrical). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable by the concerned S&T supervisors or Electrical Supervisors. However, the work will be charged to the concerned engineering works.
11	In all the sections where major project are to be taken up / going on RailTel / S&T Deptt. shall deploy their official to take preventive / corrective action at site of work.
12	No new OFC/Quad cable shall be laid close to existing track. It shall be laid close to Railway boundary as per extant instructions i.e. 1.0 m from the Railway boundary to the extent possible to avoid any interference with future works (doubling etc). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or Concrete markers. Henceforth, wherever cable laying is planned and before undertaking the laying work, the cable route plan of the same shall be got approved from the concerned Sr. DEN or Dy. CE / Constn. to avoid possible damages in future. Such approvals shall be granted within 07 days of submission of the requests.
13	The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
14	Any damage caused to OFC/Quad cable or Electrical cable during execution of the work, necessary debit shall be raised on Engineering Department who shall bear the cost of the corrective action.
15	All types of bonds i.e. rail bond, cross bond and structure bond shall be restored by the Contractor with a view to keep the rail voltage low to ensure safety of personnel.
16	Above joint circular shall be applicable for construction as well as open line organization of Engineering, S&T & Electrical.
17	The S&T cable and Electrical cable route plan should be got approved from the concerned Sr. DSTE / DSTE & Sr. DEE / DEE respectively, before undertaking the work and completion cable route plan should be finalized Block section by Block section as soon the work is completed.

1.5.40 Disaster management

1.7.7.1 “All the available vehicles and equipment of the contractor can be drafted by the DFC/Railway Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made 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-DFCCIL/Chief Engineer within 30 Days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CPM-DFCCIL/Chief Engineer’s decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway.”

PART-II

TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS

	Payment Terms :
1	Subject to any deduction which the DFCCIL will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as follows: The payment can be released after the compliance of clause pertaining to indemnity bond.
A	Deleted
B	For Supply Items
1.1	80% of the accepted cost of the supply items of the Schedule will be paid on receipt of the material / equipment by the Consignee duly inspected by the nominated Inspecting Authority and on receipt of inspection certificate issued by inspecting authority (RDSO/RITES) in case material is inspected by RDSO/RITES.
A	If any item is inspected by representative of DFCCIL/Railway in lieu of RDSO/RITES. The payment will be released after submission of manufacture's test report / guarantee/warranty certificate / proof of purchase from manufacturer as desired by The inspecting official.
B	For electronic system which not have proven performance & is being inspected by consignee/ representative of DFCCIL/Railway, the payment shall be made after one month of satisfactory performance of that system.
C	10% of the accepted cost of supply (in addition to the 80% mentioned above) shall be paid after installation / erection of that particular material / equipment.
D	The balance 10% of each Supply item will be paid after commissioning of system / station
E	100% of the accepted cost will be paid for spares & for the items, which are not required to be erected by the contractor on receipt of the equipment and no loss certificate by consignee.
F	For Supply & Installation Items
1.2	Same as Supply items above 4.5.1
	For Installation Items
1.3	90% on account payment will be made on the basis of the measurements recorded.
A	The balance 10% will be paid after commissioning of each system/station.
B	NOTE: For mixed items where supply & erection cost is taken together under Schedule 'B' & "C", 90% of the accepted cost shall be paid on the installation of the item and balance 10% will be paid after completion of the work.
C	The balance (10%) payment may be released against Bank Guarantee of an equal amount on the discretion of the competent authority, if commissioning is held up on DFCCIL's account for a period of more than three months after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of DFCCILs.
D	As per Railway board letter No. 2017/AC-II/9/10 Pt-1 dated 20/02/2018 & 06/03/2018 for the tender costing 10 lakh and above Contractor may give option to take payment from DFCCIL through LC (letter of credit) arrangement
E	Consignee: Sr.Executive / S&T/N/ BL (DFCCIL) in coordination with SSE/Stores/BL (W.Rly) as per W.Rly extant procedure. Site Supervisor : Sr.Executive / S&T/N/ BL (DFCCIL) Site Engineer incharge:- PM /S&T / N, BL
2	Price Variation Clause (PVC) : Not applicable
3	Location of site: LC-81 in Virar – Surat section of Mumbai Division, Western Railway.
4	Scope of work :
5	The Scope of work essentially consists of "Supply , Installation , Testing and commissioning of Two sets of Electric Lifting Barriers along with Sliding boom barrier and Video Surveillance System in connection with Road widening work at

Tender no. MUM / N / S&T / LC 81

	LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway.”
5.1	Scope of work is detailed in “Schedule of Materials and Works” and as per “Technical requirement & specification”. Work is to be carried out in strict compliance to the tender conditions and specifications
5.2	Supply of material as per schedule of materials and works.
5.3	Transportation of all types of materials required for commissioning of works from the W.Rly's stores at contractor's own cost.
5.4	Work will be carried out in accordance with the technical requirements of the Tender. Wherever Specifications are not indicated, work will be carried out as per standard practice on W.Rly and instructions of Engineer in charge.
5.5	During testing and commissioning of the installation, the contractor's engineers will be available at site for testing and commissioning and also for doing any wiring alterations which will be required during testing and commissioning.
5.6	The contractor shall submit along with his tender document a tentative scheme as to how the tendered work will be executed by him in the time frame.
5.7	Removal of excavated/slip earth/ debris/ malba from the site of works to any other place outside DFCCIL / W.Rly land/premises,
	Excavation of Trenches in soft soil, asphalted areas and platform cutting etc.
	Laying of trunkings, pipes and other material.
	Laying of cables in the trunkings or other materials.
	Termination of cables.
	Preparation of foundations for Location Boxes as per the approved drawings.
	Erection of location boxes.
	Providing Earth connections as per the manual and RDSO guidelines.
	Work will be carried out in accordance with the technical requirements of the Tender. Wherever Specifications are not indicated, work will be carried out as per standard practice on this W.Rly and instructions of Engineer in charge.
	During testing and commissioning of the installation, the contractor's engineers will be available at site for testing and commissioning and also for doing any wiring alterations which will be required.
	Any other work not indicated in “Works to be done by DFCCILs” heading as per statement given above shall be carried out by the contractor himself for which no extra payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.
	All work shall be compatible with the existing indoor & outdoor signalling system.
	Any other activity defined by Officer In Charge of the work mutually agreed by the contractor.
5.8	Circuit wiring/jumpering as per circuit diagrams in the relay racks/IDF rack tag blocks. This includes preparation of Jumper sheets by wire man duly checked by firm's site supervisor & wire to wire testing as per circuit diagram. Any wrong jumper done by wireman will not be paid & correction shall be done free of cost. Good quality solder resin core to be supplied by contractor for soldering of Jumper wires. Soldering of jumper wires to be done after completion of testing by DFCCILs.
5.9	Design of circuits alteration and plans to suit layout given in the signaling plan of the Route setting type panel interlocking. All plans and wiring diagram shall be prepared on Auto cad Drawing and supplied with CD duly highlighting the altered portion in red color

Tender no. MUM / N / S&T / LC 81

5.10	Preparation of cable route plan, cable coreage plan, location particulars, Cable termination rack particulars, cable meggering report, earth resistance particulars, Traction bonding diagram, 1/2 wire count sheet and any other drawing in AutoCAD in A3/A4 size. The contractor shall initially supply 3 sets of circuits complete for approval of DFCCIL / W.Rly . DFCCIL will return one set to the contractor duly approved with alterations/corrections, if any. The contractor shall incorporate DFCCIL/ W.Rly's alterations/corrections in the tracings without any deviation and submit all tracings complete in all respects to the DFCCIL/W.Rly along with CD & 4 sets of final approved drawings. This includes submission of final cable route plan as per laid cable duly measured at every 30m clearly indicating distance of laid cable from fixed point of reference & indicating all track crossings and tail cables. This also includes designing of cable coreage plan based upon I.P in consultation with engineer-in-charge. For small/medium yards
5.11	Excavation of cable trench as per cable route plan, 1 Mtr. deep and of 0.3 Mtr. to 0.6 Mtrs wide advised by Engineer-in-charge alongside the track in normal (all type) soil/strata, conforming to distances as per cable route plan and refilling. This work includes clearing of route from bushes etc, covering of cable laid in trench by loose soil for a layer of 50mm thickness approximately before covering by bricks. The work shall be done as per the extant practice on W.Rly and instructions of DFCCIL Engineer at site. In case 1m depth of trench is not achievable due to site conditions, specific approval of JA grade officer will be required for each site where trench depth of 1m is not possible. Without the approval of JA Grade officer, no payment for trenching will be made for trench depth less than 1m.
5.12	Digging of cable trench 0.3 Mtrs. Deep and 0.3 Mtrs. Wide on Asphalted Platform / Road / Hard rocky area. Refilling with earth leveling of trenches & restoring the original surface of trenches.
5.13	Digging of trench 1.2 M deep from rail flange/ road level and, 0.3 Mtrs to 0.6 Mtrs wide and back filling after placing of DWC/ RCC/GI pipe. (Placing of DWC/RCC/GI pipe covered separately). The ballast disturbed be screened and dressed as required by Engineer-in-charge or his representatives and road tarred immediately. For track crossing, Drg. No.CSTE/3644 Pg.7 of 11 and for Road Crossing, Drg. No. CSTE/3644 Pg. 5 of 11 are to be followed.
5.14	Placing of DWC/RCC/GI pipes along with collars in trenches at places of track and road crossings, platform cuttings etc.
5.15	Horizontal direction drilling without damage to surface road manual or using Auger Machine of dimension 150 mm
5.16	Laying of half round RCC pipes in trenching
5.17	Transportation of S&T material leading up to 1 Km including Loading from Starting point, unloading & Stacking at destination. 40 MT of S&T Materials Overall distance to be covered by road is 500 KM
5.18	Extra for each additional 1 Km or part there of 40 MT x 499KM= 19960
5.19	Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes/ Trunking. This also includes laying of cables in track crossings & road crossings. Item includes provision of labels of coloured plastic adhesive tapes or any other identifiable material on each cable to give the cable number at each G.P.(Cables will be maggered before and after its laying by contractor under supervision of DFCCIL Representative and he will submit the maggering report of each testing). Length of the cable laid includes the length of the cable coiled for termination purposes.
5.20	Supply & Instalaltion of RCC cabel route marker
5.21	Excavation and Casting of Apparatus Case foundation with contractor's own materials including cement and anchor bolts of standard size. The required scaffolding Ferma etc for Casting of foundation will have to be brought by the contractor at his own cost. Single Case as per Drg No SK 748 or CSTE/5074.

Tender no. MUM / N / S&T / LC 81

5.22	Installation of Single Apparatus Cases with miniature 'E' type lock on CC foundation. This includes filling of location foundations with river bed sand and plastering on top of the sand.
5.23	Fabrication and fixing of phenolic laminated sheet of size 10mm thick in location box by providing all fixtures as per W.Rly Drawing including fixing of PVC coated string rods at the back side for cable support with contractor's own materials. The work shall be done as per drg and arrangement similar to SK 783-1/4. with latest alterations & as per instructions of Rly engineer at site. Single Case
5.24	Termination of outdoor cables, main cables laid in location boxes, Cable termination rack etc at both ends on ARA terminal or on 8-way terminals or on screw less connectors. Both ends of a cable core terminated shall be counted as one terminal. This includes all associated works of pulling out the cable from underground, peeling off insulation, dressing of cable core supported on sting rod with contractor's own material. The work shall be done as per instructions of Rly engineer at site.
5.25	Painting of Apparatus Case Full Size. (Outside & inside)
5.26	Installation of Maintenance free Earth Electrode for Maintenance free earth as per RDSO/SPN/197/2008.
5.27	Supply and installation of Remote craft Terminal as per specification of Tender Document.
5.28	Work will be carried out in accordance with the technical requirements of the Tender. Wherever Specifications are not indicated, work will be carried out as per standard practice on W.Rly and instructions of Engineer in charge. During testing and commissioning of the installation, the contractor's engineers will be available at site for testing and commissioning and also for doing any wiring alterations which will be required.
5.29	Any other work not indicated in "Works to be done by DFCCILs" heading as per statement given above shall be carried out by the contractor himself for which no extra payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.
5.30	All work shall be compatible with the existing indoor & outdoor signalling system.
5.31	Any other activity defined by Officer In Charge of the work mutually agreed by the contractor.
5.32	Maintenance period : (Not Applicable for this Tender)
6	Deleted
7	Deleted
8	Deleted
8.1	Deleted
8.2	Training : (Not Applicable for this Tender)
9	System of tendering (Single Packet system) :

10	<p>STORES - RECEIPT & ACCOUNTAL:</p> <p>Exchange of proper requisition and receipt shall be done on a suitable Performa between the Contractor and the DFCCIL/RAILWAY's authorized representative.</p> <p>The Contractor shall issue a receipt along with the demand slip for material he requires for the work and obtain receipt when any material is returned to stores. These transactions shall be done with the consignee.</p> <p>All stores drawn by the contractor shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the Consignee (stores).</p>
11	<p>LOADING / UNLOADING OF MATERIAL:</p> <p>The material shall be delivered by the Contractor at the Depot of Consignee. Material supplied by RAILWAYS for execution of the work and the material delivered by the Contractor will be transported from the Stores of the nominated Consignee to site by the Contractor with his own labour and transport. This includes loading and unloading of materials at consignee depot and at site at by contractor at his own cost.</p> <p>Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied with prior approval of Engineer in-charge.</p> <p>Materials required to carry out this work if supplied by the RAILWAYS will be issued at the nominated Depots. The contractor will have to load, Transport these materials to the site of work and unload at his own cost.</p> <p>Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated Senior Section Engineer.</p> <p>The Contractor will have to furnish an Indemnity Bond for the Security of the RAILWAY material issued to him.</p> <p>Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor. The security of the material brought to the site of work will remain with the Contractor, till commissioning of the complete structure and same in handed over to RAILWAY's nominated representative of Engineer-in-charge.</p>
12	<p>SECURITY OF MATERIAL:</p> <p>Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in RAILWAY premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts by outsiders or his labour or damage of any sort.</p> <p>The cost of stores lost shall be realized by the RAILWAY out of any payments due to the contractor in this contract or from any other contract executed by Govt. of India.</p> <p>The material issued to the contractor if found defective / unserviceable after transporting at site, the same shall be transported & handed over to the Consignee Depot by the contractor without any extra cost.</p>
13	<p>RETURN OF SURPLUS STORES:</p> <p>The Contractor with his own staff shall return the stores found to be surplus to Consignee. The contractor shall account for all material that is issued to him. A register shall be maintained at site, which shall be signed by the Contractor as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.</p>
14	<p>RETURN OF RELEASED STORES:</p>

	Released material shall be handed over to Consignee in systematic manner. Proper care should be taken while releasing & transporting the stores. This clause is specifically applicable only for outdoor works and for indoor only those items are covered which are released before commissioning of indoor work.																														
15	<p>INSPECTION OF MATERIAL:</p> <p>The Inspection of material shall be done by RDSO/RITES/RAILWAYS (Engineer in charge of the work or RAILWAY representative nominated by Western RAILWAY) in the factory premises / assembling unit of the contractor. No material shall be dispatched from manufacturer's premises / assembling unit prior to inspection /approval by the RAILWAY.</p> <p>(i) The RAILWAY may also inspect the material again at the Consignee depot. The RAILWAY shall also have the right for stage inspection of material to satisfy himself that the materials are in accordance with the specification and approved drawings/design.</p> <p>(ii) The Contractor shall give sufficient notice of time to RDSO / RITES / RAILWAY's representative when the material is ready for testing / inspection. All facilities as may be necessary shall be provided for carrying out the tests at the place of manufacture.</p> <p>(iii) Whenever materials are inspected by Authorized Representatives of the RAILWAYS / Consignee, the Contractor will be required to furnish manufacturers/supplier's Guarantee Certificate (along with test report) and performance guarantee for such items. The contractor has to also furnish proof of purchase / dispatch from manufacturer.</p> <p>(iv) The RAILWAY shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the RAILWAY's decision shall be final, even though they might have been inspected by RDSO/RITES. The Tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.</p> <p>(v) The inspection charges of RDSO/RITES for the inspection service rendered to the S&T contractors executing works for shall be borne by the RAILWAYS.</p> <p>(vii) Standard RDSO Drawing referred to in this schedule & technical specification may be collected on payment from RDSO, Lucknow by contractor if required.</p>																														
15.1	<p><u>LIST OF MATERIAL FOR RDSO INSPECTION:</u></p> <p>All the materials having RDSO specifications and approved sources; until and otherwise specified; shall invariably be inspected by the RDSO. In case the total value of the particular item is less than Rs. Five Lakh then the same may be got inspected by the RITES/Consignee as decided by the officer in charge. However following items shall invariably be inspected by the RDSO irrespective of the quantity.</p> <table border="1"> <tr><td>A</td><td>All types of signaling Relays</td></tr> <tr><td>B</td><td>Block Instrument</td></tr> <tr><td>C</td><td>Axle Counter Equipments</td></tr> <tr><td>D</td><td>Signal Machines</td></tr> <tr><td>E</td><td>Point Machines</td></tr> <tr><td>F</td><td>CLS transformers</td></tr> <tr><td>G</td><td>Electric Signal Lamps/ LED LIGHTING UNITS</td></tr> <tr><td>H</td><td>Voltage Stabilizers and power supply equipments or IPS</td></tr> <tr><td>I</td><td>Electric Signal Reversers</td></tr> <tr><td>J</td><td>Signal Roundels and Lenses</td></tr> <tr><td>K</td><td>Electrical Lever Lock & Circuit Controller</td></tr> <tr><td>L</td><td>Circuit Controller</td></tr> <tr><td>M</td><td>Electrical Key Transmitter</td></tr> <tr><td>N</td><td>Fuses, Fuse Block & Terminal Blocks(PBT TYPE)</td></tr> <tr><td>O</td><td>Electric Point and Lock Detector</td></tr> </table>	A	All types of signaling Relays	B	Block Instrument	C	Axle Counter Equipments	D	Signal Machines	E	Point Machines	F	CLS transformers	G	Electric Signal Lamps/ LED LIGHTING UNITS	H	Voltage Stabilizers and power supply equipments or IPS	I	Electric Signal Reversers	J	Signal Roundels and Lenses	K	Electrical Lever Lock & Circuit Controller	L	Circuit Controller	M	Electrical Key Transmitter	N	Fuses, Fuse Block & Terminal Blocks(PBT TYPE)	O	Electric Point and Lock Detector
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16	MATERIALS AND WORKMANSHIP:																														

	<ul style="list-style-type: none"> (i) The materials, to be used by the Tenderer as per RDSO's Specification / Drawing will have to be procured from RDSO approved firms only. (ii) Materials/ Equipments for which RDSO approved sources exist should be taken from RDSO approved sources. (iii) Material should not be procured from any sources banned for business dealing with RAILWAYS under any circumstances. (iv) All the items shall be procured from RDSO approved firms to IRS/RDSO specifications and shall be inspected by RDSO. In case the total value of a particular item is less than Rs. Five lakh, the same shall be inspected by RITES / Consignee, subject to supplies being from sources approved by RDSO. (v) Further items which do not have RDSO specification for which RDSO has not approved any suppliers, inspection shall be carried out by RITES/authorized RAILWAY representatives (In this case material shall be accepted against firm's guarantee certificate). (vi) Material shall be in accordance with specifications and drawings specified or approved by the RAILWAY with latest amendments. (vii) Material for which no detailed specification/ drawing is given in tender document should be procured from reputed manufacturer / authorized agents and proof of purchase/dispatch shall be furnished to consignee. (viii) Material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO. (ix) All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service. (x) The personnel deputed for maintenance should have adequate skills and competency certificate issued by ITIs / reputed institutions.
17	<p>CONSIGNEE's RIGHT OF REJECTION:</p> <ul style="list-style-type: none"> (i) Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. (ii) The RAILWAY shall have full right to reject any material that the RAILWAY may consider to be defective or inferior in quality of material, workmanship, and design or otherwise, not in accordance with the specifications and drawings specified by the RAILWAY.
18	<p>CONSEQUENCES OF REJECTION (Rejected stores).</p> <p>When any stores delivery at the consignee's depots is rejected, the contractor shall remove this within 15 days from the date of rejection. Consignee will issue rejection advice to contractor for rejected store. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the Contractor does not remove the stores within this period, the purchaser or his nominee shall have the right to dispose of such stores, as thought fit, at the contractor's risk and account. The purchaser shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period during the rejected stores are not removed after the period aforementioned.</p>
19	<p>WORKS SPECIFICATIONS, DRAWINGS:</p>

	<p>The contractor shall be solely responsible for ensuring that the requirement of safety are incorporated in all designs /drawings / works and the drawings furnished by him, although these may have been approved by the RAILWAY. Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources of the drawings & specifications referred to in this Tender, can be obtained from Engineer-in-charge.</p> <p>Installation shall comply with the requirements to the following manuals/ books and Western RAILWAY practices in vogue-</p> <ul style="list-style-type: none"> • Indian RAILWAYS Signal Engineering Manual (latest edition). • Indian RAILWAYS Telecom Manual (latest edition). • Indian RAILWAYS Engineering code • Indian RAILWAYS P-Way manual. • Indian RAILWAYS Works Manual • Indian RAILWAYS AC traction Manual • General & Subsidiary Rules with latest correction slip. • Schedule of dimensions. <p>These books are available in the office of Senior Divisional Signal & Telecom Engineer, Western RAILWAY, Mumbai Central, Mumbai-400 008.</p>
20	<p>APPROVAL & MEASUREMENT OF WORK:</p> <p>(a) The contractor shall obtain written approval of the supervisor after completion of the various sub-items of each work mentioned in the Schedule (wherever applicable).</p> <p>(b) The contractor should ensure that measurement has been made for such work, which is not possible to measure subsequently and shall remain hidden. For example:</p> <p>After trenching is done After RCC trunking is placed in trench and properly aligned. After the above is laid properly After the earth is filled After brick/slab/capping is laid</p> <p>(c) The contractor shall sign the measurement as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).</p> <p>(d) MEANING AND INTERPRETATION BY DFCCIL TO BE FINAL All measurements, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser's Engineer shall be final and binding and shall be considered "excepted matter" in terms of conditions laid down in the General Conditions of Contract</p> <p>(e) RIGHT OF RAILWAYS TO KEEP BACK FORM THE CONTRACT ANY PORTION OF WORK The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the Engineer should be carried out departmentally or otherwise and the DFCCIL Reserves the right to keep back from the contract and carry out the work or any portion of work through any other agency, it may think without assigning any reason, any time after the acceptance of the tender. No claim for compensation/loss or whatsoever on this account will be entertained by the RAILWAY.</p>

21	<p>SAFETY OF WORK & TRAINS:</p> <ul style="list-style-type: none"> (i) The contractor should abide by all the RAILWAY regulations and also ensure that the same are followed by his representatives, agents, servants or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement. The contractor shall conform to all the RAILWAY Rules relating to safety of personnel and operation of signals and points. In the A.C. electrified areas the special precautions as laid down in R.E. Manual shall be followed. (ii) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the RAILWAY and necessary license under the Act has been obtained by the contractor. The tenderer shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance. (iii) The contractor's employees and workers shall not for any reason operate any appliances or installations of the RAILWAY concerning the safety of train movements, but they should whenever necessary notify the qualified RAILWAY staff who will then take necessary steps. The contractor shall also be responsible for any damage that may cause due to the carelessness of his workmen and will bear the consequences in this regard. (iv) The work must be carried out most carefully in such a way that they do not hinder the RAILWAY operation except as agreed to by the RAILWAY. The Contractor shall do no work that may interfere with traffic until protection has been provided by the RAILWAY and under supervision of RAILWAY's representative. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized RAILWAY representative Junior Engineer/Section Engineer/ Senior Section Engineer (JE/SE/SSE) Signal/Telecom. Whenever track side work are undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided if necessary with the consent of the (JE/SE/SSE) Signal/Telecom, in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so near the track as to threaten the safety of running trains. That, whenever it becomes inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines. The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the RAILWAY property, staff and passengers travelling on the line on account of his truck/vehicles having been allowed to ply on the bank. (v) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the RAILWAY premises and shall have to conform to the Rules and Regulations of the RAILWAY. (vi) Suitable ladders for climbing the post and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precaution for working near the power lines. If at any time the DFCCIL/RAILWAY finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the DFCCIL/RAILWAY's representative at site. However, it is not obligatory on the part of the RAILWAY's to give such directions. The issue or non-issue of any direction in the matter by the DFCCIL/RAILWAY shall in no way absolve the contractor
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	<p>of his sole responsibility to adopt safe working methods. The stone-breakers, if employed shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. Necessary personal safety equipment as considered adequate by the Engineer-in –Charge should be kept available by the contractor for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.</p> <p>(vii) Within the station premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.</p> <p>(viii) In case of an accident of any nature, the contractor will indemnify the RAILWAY for any losses caused by him as a result of the accident.</p> <p>(ix) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour or transport or any loss or deterioration of the material or tools.</p> <p>(x) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.</p> <p>(xi) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work for any idle labour or transport or any loss or deterioration of the material or tools.</p> <p>(xii) During testing and commissioning signal aspects shall be displayed or changed and slot given to adjoining cabin/ground frame only as authorized by RAILWAY.</p> <p>(xiii) During testing and commissioning, point setting shall be changed only as authorized by the RAILWAY.</p> <p>(xiv) The contractor shall conform to all the RAILWAY Rules relating to safety of personnel and operation of signals and points. In the A.C. electrified areas the special precautions as laid down in R.E. manual shall be followed.</p> <p>(xv) The contractor shall do no work that may interfere with traffic until protections has been provided by the RAILWAY and under the supervision of DFCCIL/RAILWAY's representative.</p> <p>(xvi) While testing and commissioning of the Panel, the contractor shall not work without authorization from the RAILWAY in-charge of the work.</p> <p>(xvii) If contractor/agent/labour/staff meets with any injury or loss or death due to any reason during the course their work mentioned in the contract, the RAILWAY will not be liable for the same.</p> <p>(xviii) <u>Safety of Public:</u> The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or RAILWAY property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.</p> <p>(xix) <u>Display Board:</u> The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.</p>
22	<p>PLYING OF ROAD VEHICLES IN RAILWAY LAND ADJOINING TO RUNNING LINES:</p> <p>The Contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in RAILWAY land next to the running line. If for execution of certain works viz. earthwork</p>

	<p>for parallel RAILWAY line and supply of ballast for new or existing rail line, gauge conversion etc., road vehicles are necessary to be used in RAILWAY land next to the RAILWAY line, the contractor shall apply to the site-in-charge for permission giving the type and no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The site-in-charge or his authorized representative will personally counsel examine and certify, the road vehicle drivers, Contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:</p> <ul style="list-style-type: none"> i) The road vehicles will play only between sunrise and sunset. ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work. iii) The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track centre shall be done only in the presence of RAILWAY employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such RAILWAY employee shall be borne by the RAILWAY. iv) The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear, cost of all damages to his equipment and men and also damages to RAILWAY and its passengers. v) The vehicles and equipments of contractors can be drafted by RAILWAY administration in case of accidents / natural calamities involving human lives. <p>Engineer-in-charge may impose any other condition necessary for a particular work or site</p>
23	<p>INSURANCE OF MATERIALS & INSTALLATIONS:</p> <p>The contractor shall take out and keep in force a policy or policies of Insurance for all materials including DFCCIL/RAILWAY supply materials equipment irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such works are handed over to the RAILWAYS.</p> <p>The Contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the DFCCIL/RAILWAYS and if required by the DFCCIL/RAILWAYS, be made good by the contractor, at the cost of the RAILWAYS.</p> <p>The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.</p> <p>It may be noted that the beneficiary of the insurance policy should be RAILWAYS or the policies should be pledged in favour of RAILWAY. The contractor shall keep the policy/policies current till the installations are handed over to the Purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the RAILWAYS for which the cost of the premium plus 20% of premium shall be recovered from the contractor.</p> <p>For purpose of enabling the contractor to take the insurance cover in connection with this contract, the purchaser's engineer will advise the approximate price of all the RAILWAY s supply materials to the contractor.</p>
24	<p>INDEMNITY BOND :</p> <p>The Contractor will have to furnish an Indemnity Bond for all the value of materials (as per attached Format-2) for the Security of the RAILWAY material issued to him.</p>

	<p>Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor; i.e. after signing the final material statement for closing the contract. The security of the material brought to the site of work will remain with the Contractor, till commissioning of the complete structure and same is handed over to RAILWAY's nominated representative of Engineer-in-charge.</p>
25	<p>STORES TO BE SUPPLIED BY CONTRACTOR:</p> <ul style="list-style-type: none"> (i) All materials mentioned in the schedule of material and works required for the execution of the contract, shall be arranged and supplied by the Contractor as to realize the end objective. (ii) The material mentioned in the schedule shall be supplied in the stores of the Consignee's site as per instruction of Engineer In charge. (iii) The material required for work at site will be issued to the contractor by Consignee. The transportation of material from stores of Consignee's to site of work will be the responsibility of contractor. (iv) The contractor will be responsible for the safety of the material at site from the date of issue to the date of commissioning of the system. (v) Consignee will keep record of material on day-to-day basis in summarized form and shall convey monthly position of material (supplied and installed by the contractor) to the engineer in charge of the work.
26	<p>PROGRAMME OF WORK EXECUTION:</p> <p>Time is the essence of this contract and time schedule shall be strictly adhered to. The entire work as per the Contract will have to be completed within as per NIT, from the Date of issue of Letter Of Acceptance, on a progressive basis. The Tenderer will be responsible for progress of work on progressive basis from the date of issue of acceptance letter. Since the progress of the work is critically related to the supply of material by the contractor, he will be responsible to supply of duly inspected materials etc on a progressive basis, so that entire work can be completed within stipulated time progressively.</p> <p>Tenderer shall employ sufficient technical, non-technical manpower and labour to complete the work within specific time frame and to the entire satisfaction of Engineer in-charge.</p> <ul style="list-style-type: none"> (i) The Contractor is expected to have worked out a detailed program for execution of the work well before issue of "Letter of Acceptance", by RAILWAY. Within 15 days of the date of issue of the LOA Contractor shall commence the work by way of submitting a Detailed Time and Activity Schedule for the execution of work aiming at completing the entire work within the stipulated completion time. The schedule shall thereafter be approved by the Engineer-In-Charge normally within 5 working days. (ii) DFCCIL reserves the right to modify the schedule while approving the same as well as at any stage during execution if situation so warrants. Once approved, in the event of any slippage from the time schedule especially when resulting into time over-run of the work the contractor shall submit revised schedule duly justifying the circumstances without any delay. The revised schedule shall be approved by the Engineer-In-Charge only when considered justified in his opinion otherwise it will attract penal action on the contractor as per provision of this contract. (v) Progress Reporting The contractor shall submit to DFCCIL at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and pro-forma of the report will mutually be agreed after award of the Contract. Such reports shall be for weekly work progress (man power, equipment and work development) and monthly progress review reports. All actions as directed by DFCCIL's representative to such reports shall be promptly attended to by Contractor. <p>The Engineer-in-Charge shall also conduct monthly meetings with the contractor to assess and review the programmed works. The action proposed to progress the work as planned,</p>

Tender no. MUM / N / S&T / LC 81

	difficulties, assistance required etc. shall be clearly brought out and remedial action taken. The minutes of these meetings shall be jointly signed by RAILWAY and contractor.
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CHAPTER-V
TECHNICAL SPECIFICATIONS & REQUIREMENTS FOR SUPPLY ITEMS

27(A) INDOOR SUPPLY**27.1 General Requirements for circuit designing:**

The circuit shall be designed as per the approved Signalling plan, Route section plan, Selection table and Locking table.

The contractor shall also submit one copy of the square sheet. All the aspects covered in GR, SEM of Indian RAILWAYS shall be taken care off while designing the circuit. Contractor shall ask from the RAILWAYS about the design practice to be followed (i.e. Siemens practice or British practice). **Whether EI or Relay Interlocking, the circuit shall be designed as per the practice of Route setting type interlocking.**

While designing the circuit it shall be kept in mind until and otherwise advised by the DFCCIL / RAILWAYS engineer in charge, one front contact of each and every relay shall be kept spare for data logger purposes.

The circuit shall be designed for metal to metal relays with the contact numbering following SIEMENS pattern. For EI system the circuit shall be designed considering the interfacing relays in mind.

27.2 Technical Specifications for Circuit Designing:
A Interlocking and circuit Requirements

The requirements given in IRS: S36-87, Signal Engineering Manual (of Indian RAILWAY) for Route-setting type Relay interlocking with IDF shall be complied. Any other design practice followed by Western RAILWAY as per Headquarter policy circular should also be incorporated. In addition, the following requirements shall also be met.

B General Circuit requirements

The internal circuits shall be suitably protected and electrically isolated from external circuits. Signal circuits shall be so designed as to prevent display of signal aspect less restrictive than intended and also prevent setting up of unsafe conditions when signalling supply voltage or frequency fluctuates or the supply is restored following a failure of normal supply.

Cross-over between tracks and diamond crossings shall be provided with protection that will eliminate the possibility of a train, engine or wagon occupying the cross-over or diamond and signal on either track displaying other than the most restrictive indication.

Relays controlling double yellow and green aspects of signals shall have arrangements of cutting in relays similar to track repeater relay, where such relays are fed from outside locations.

With reference to Para 4.3.1 of IRS S-36-87, sectional route release facility shall be provided. With reference to Para 4.3.6 of IRS:S-36-87, Emergency full route / sub-route cancellation in case of track circuit failures with sealing facility and emergency operation for throwing signal to danger, shall be provided along with non-re-settable counters for recording the operation. It shall be ensured that the counter shall record the operation, just before the operation is affected. Emergency sub-route cancellation facility as referred in Para 4.3.6 of IRS: S-36-87 shall be provided. Also facility for Emergency operation of points (under track relay down condition) shall be provided which shall be counted.

The circuit shall be so made that the vital operation of throwing back the cleared signal to the least restrictive aspect shall be possible and the circuits shall be so prepared to effect the operation, even if its original supply fuse is blown off.

The lamp lighting circuit for all lamps including shunt signals shall be on double cutting principle.

Care should be taken during design of circuits and installation, so as to contain repercussion of any failure to the minimum possible gears and equipments. The contractor shall be bound to amend his design, if the RAILWAYS suggest another design for achieving the above.

Initiation and cancellation circuits should be drawn as per geographical layout of the yard.

C Cross Protection:

For all external circuits, cross protection with double cutting shall be provided to prevent unsafe operation due to a cross, break or both.

27.3 Relays:

In addition to the requirements of **IRS S-36-87**, the following requirements shall also be met. The circuits should be developed using signal groups suitable for LED signal lamps, point groups, route groups, and shunt groups etc. which are already approved and are in use on the RAILWAYS.

The circuitry should take care detecting of the contingency of the contact welding.

D.C. relays used in signal cabin, when controlled from an outside source, shall be wired on double cutting principle coupled with cross protection. Similarly D.C. relays located in the field shall be wired on double cutting principle coupled with cross protection.

A.C. immunized relays shall be used for controlling outside functions.

Relay shall be furnished with contact arrangements as approved by the RAILWAY.

In case of A.C. Electrified areas, the Relays shall be in conformity with R.E. Manual.

The relays or relay groups shall be repeated suitable illuminated indicators the proper functioning or otherwise of each unit which it controls. This facility will be useful to the maintainer at a glance in the relay room to have a clear picture of the functioning of each unit at any stage. Such indications shall also include indications for failure or functions which are incomplete.

Where feasible all relays except track relays, shall have 10% of working contacts as spare subject to a minimum of one front and one back to facilitate addition and alteration to the circuits at a later date. Extra space to accommodate repeater relays shall be provided in the relay rack to cater for future expansion.

THE BASE PLATES FOR ALL THE RELAYS AND GROUPS SHOULD ALSO BE PURCHASED FROM THE OEM OF RELAY/GROUP.

27.4 Specifications for Control cum Indication Panel:

LED type Control cum Indication panel for level Crossing Gate complete with Tag blocks wires, angle iron frame etc. depicting the yard layout with signals, track circuits, housed in a steel metal. Sun mica cabinet. This also includes supply of acrylic sheet and fixing on panel. This shall be of min 15 x 10 exchangeable domino units. The LEDs used of panel indication shall work on 24V DC. All the metallic parts inside the panel shall be provided with the insulating sleeves so that wires should not be in direct contact with the metallic parts.

27.5 Specifications for Time Element Relays:

The timer relays may be of two types.

- A. Q series-based time element relays working on 24 V DC as per RDSO specifications for relay.
- B. Motor type time element relays. These motor type relays should work on 110 V AC supply. Relay should have at least one NO and one NC contact. The relays should have features for setting the time from 0-240 seconds. The setting of time should be possible only after breaking the sealing arrangement of relays.

27.6 Specifications and Requirements for Relay/CT Racks: The racks shall be supplied as per the CSTE's drawings. The drawings to be followed are: **CSTE-6028 for relay rack, CSTE-5004, 5005, 5006 for CT rack**. In addition to the drawing parameters following shall also be complied.

Until and unless it is specifically mentioned, all the racks shall be supplied with IDF arrangements.

IF THE CONTRACTOR WISH TO SUPPLY RELAYS OF Ms INTEGRA MAKE THEN HE SHALL SUPPLY ADDITIONAL QUANTITY OF RELAY RACKS (1.2 TIMES QUANTITY IN THE SCHEDULE) **AT HIS OWN COST** AS THESE RELAYS REQUIRE MORE SPACE.

The Scaffolding should include 20% extra (with minimum 2 Relay Rack positions).

The G type fuse base and links in the fuse strips shall be of any of the following make **MALNAD or RAPID or SYSTEM ENGINEERING WORKS**.

The value and ratings of resistances and capacitors shall be advised at the time of installation. The capacitors shall be **RESCON make Long Life grade**.

All the cables shall be guided on proper ladders. All these ladders shall be supplied by the contractor.

The cable supporting L-angles on the back side of the Relay Racks shall be of sufficient length (minimum 250 mm) to cover all the cables.

For all the relay racks each row shall be supplied with one string rod (properly insulated by sleeves) for the cable dressings.

All the guide plates for major groups shall be supplied by the contractor.

The CT Racks shall also be supplied with proper size string rods to support cables at the back side.

27.7 **Specifications and Requirements for Indoor Cables:**

All types of Indoor cables shall be supplied as per the specifications IRS (S) 76/89 (Amendment 3) or latest with latest amendments.

27.8 **Specifications and Requirements for Power Wire of Copper (multi-strand):**

All the power wires shall be supplied as per IS specification no. IS 2465/1984 & IS 694/1990 with test parameters as per IRS (S) 76/89.

Sr	Area in Sq mm	Total no. of conductors	Dia of each conductor in mm (+/_ 0.01)	Insulation thickness in mm	Nominal conductor resistance in Ohm/Km	Current rating
1	6	85	0.3	0.8	3.3	35
2	10	141	0.3	0.8	1.91	45
3	16	226	0.3	1.0	1.21	62
4	16	126	0.4	1.0	1.21	62
5	25	354	0.3	1.2	0.78	80
6		196	0.4	1.2	0.78	80
7	35	495	0.3	1.2	0.554	102
8		276	0.4	1.2	0.554	102

27.9 **Technical Specifications for Failure Analysis System**

Failure Analysis System or Central Monitoring Unit with Printer. As per technical specification IRS: S-99/2006 (Amdt-3) or latest. The specification of Failure Analysis System should be got approved from the Engineer in charge before supply.

Note: The Specification of Failure Analysis System shall be as per technical specification given in contract Agreement or higher version as approved by Engineer In-Charge.

27.10 Specifications of Fuse Alarm system of various types of Fuses with Automatic Changeover System along with Audio-Visual Indication:

Fuse auto changeover system for used in RAILWAY Signaling System as per RDSO/SPN/209/2012 rev.1 with latest amendments.. One Automatic changeover Unit comprise 32 nos. of external Non Deteriorating Type or 'G' type fuses from 0.6 Amp to 4 Amp capacities which are in signaling circuits. System shall have 8 cards with monitoring arrangement of 4 fuses in one card.

27.11 Specifications and Requirements for Metal to Carbon type Relays:

- A** DC neutral line relay QNA1K (QSA3), AC immune, DC neutral line 24V, 8F/8B contacts, complete with plug board,
- B** Relay QNA1, AC immunized, 8F/8B, 12F-4B, 24VDC along with plug board, retaining clip and connectors conforming
- C** Fail Safe Electronic Flasher device for RAILWAY Signaling operate on 24V DC/110V AC (as per site requirement)
- D** Universal AC ECR of Q series, type "QECX61" suitable for AC LED all signal aspect, Front & back contact Metal to Carbon type complete with plug board retaining clip & connectors
- E** Key Lock Relay working on 24V DC, AC Immunized with different ward combinations (Three ward plates to be supplied with each relay).

27.12 Specifications and Requirements for Office Chair, Office Table, Plain Almirah

- A** Office Chair makes Godrej CH-7B or similar of reputed brand.
- B** Office table with laminated top with three drawers on left hand side and one locker on the right hand side. Olive brown with duplicate keys. Make: Godrej Model T-9 or Similar of reputed brand.
- C** Steel Plain Almirah with 4 adjustable slaves Size: 1980mm height, 915 mm width and 485 mm depth. Make: Godrej Stonewell Plain Large or Similar of reputed brand.

27.13 Specifications and Requirements for Desk type magneto telephone

Desk type Electronic Magneto Telephone as per spec No IRS/TC-79/2000 or with latest amendments.

27.14 Specifications and Requirements for Fire Extinguisher

Fire Extinguisher CO2 type (capacity 5 kg.)

27.15 Specifications and Requirements for Data Logger

- A** Remote Terminal Unit (RTU) with 64 digital input & 16 analog input as per technical specification IRS: S-99 2006 (Amdt-3) or latest. In addition RTU should have dual leased line
- B** Failure Analysis System or Central Monitoring Unit with Printer. As per technical specification IRS: S-992006 (Amdt-3) or latest. The specification of Failure Analysis System should be got approved from the Engineer in charge before supply.
- C** T-Networking suitable for Networking to the existing Data Logger equipments. This includes supply of all equipment / accessories required for the purpose.

- D 750 VA Off line UPS with battery backup 3 Hours for Failure Analysis System of reputed make as per Engineer in-charge.

27.16 Specifications and Requirements for Program Switch

- A Program switches, snap action, base mounting type along with acrylic cover and mounting bracket, 63A, 9 poles, and 3 positions make Siemens / Thakur or Similar.

27.17 Specifications and Requirements for Lightning cum surge protection

- A Class 'D' Type lightning cum Surge protection safety device with visual indication and potential free contacts output suitable for 24V DC application as per RDSO/SPN/172/2001 or latest. It also include transparent enclosed box.
- B Class 'C' Type lightning cum Surge protection safety device with visual indication and potential free contacts output suitable for 110V AC application as per RDSO/SPN/172/2001 or latest. It also include transparent enclosed box.

27.18 Specifications and Requirements for Wires and Terminals

- A PVC insulated RAILWAY Signaling Indoor Single core wire conforming to IRS 76/89 (Amd3) or latest. Size – 1x.06 Sqmm , 1x1 Sqmm
Note: - Wire Colours shall be decided by engineer - in - Charge.
- B Disconnect Terminal Block, Screw less type, 4-wire front entry (Two in-put & Two out-put) The colour will be decided by Engineer - in - Charge. (Preferably In Blue, Red & Grey Colors in the ratio of 1:2:3)
- C End plate for above item (I) 4.5mm/0.091 in thick as per site requirement.
- D End Stopper for above item (I) 10mm/0.0394 in width as per site requirement
- E Carrier Rails for above 35mm x 7.5mm, 1mm/0.039 in thickness un-slotted type as per site requirement

27 (B) OUTDOOR SUPPLY

27.19 Specifications and Requirements for Colour Light Tubular Post:

- Colour Light Signal Complete. This includes
- (1) Post Tubular 140 mm Dia, as per IRS S-6/81 or Latest & RDSO Diag. No. SA-24625 (Advance).
 - (2) CI Base (As per IRS S-10 & RDSO Drg. No. 2011/M with latest assembly).
 - (3) Pinnacle.
 - (4) Ladder Assembly, as per RDSO Drg. No. SA-23156), with Base, Ladder Guards, Platform, Front Maintenance Platform, MS Supporting bracket to Support Ladder.
 - (5) Signal Front Staging Complete Assembly for CLS Unit
 - (6) Signal back staging as per extent WR Practice.
- Note: Height of the Post shall be 3.5/4.5/5.5 Long as per site requirement, to be confirmed with Engineer in-charge.

27.20 Specifications and Requirements for Colour Light Signal Unit:

- Four Aspect Colour Light Signal Unit Complete (Without Lenses, Triple Pole Holder & Transformer) suitable for LED Signals as per RDSO Specification No. IRS (S) 26/64,

27.21 Specifications and Requirements for Apparatus Case:

The apparatus case shall be supplied as per the drawings as mentioned below or latest with latest Amendments.

For NE type Half and Full apparatus case the drawing is CSTE-6088.

27.22 Specifications and Requirements for E-Type locks:

The material shall be provided as per the following drawings.

Miniature E-type locks as per drawing no. RDSO SA-3473,3373 and specifications IRS (S). 30/64.

Specifications and Requirements for Terminals:

- 27.23** Screw less Rail mounted terminal block 4.5 Sq mm 4 wire front entry, Two input Two output, Disconnected Cage Clamp Terminal Block for test and measurement, as per RDSO spec. No. RDSO/SPN/189/2004 (Wago or Phonix or make recommended by RDSO).

Specifications and Requirements for FUSES and FUSE BLOCKS:

- 27.24** The fuse blocks of 2A shall be supplied as per RDSO drawing no. SA-23478 Alt 4 specification no. IRS.S 75/2006 or latest with latest amendments.
- A** ND type fuse of 2A shall be supplied as per IRS (S) 78/2006 or latest with latest amendments.
- B** HRC fuse blocks complete with 2A links shall be supplied as Per specifications IRS(S) 9224/79.

27.25 Specifications and Requirements for Earth Electrodes:

- A** The Maintenance free earth electrode and Bonding Practices, associated compounds shall be supplied and executed as per the RDSO specifications no. RDSO/SPN/197/2008.

Specifications and Requirements for RCC pipes:

- C** The RCC Half round pipe shall be supplied 2 mts long & 250mm dia as per specification .No. IS458:2003

27.26 Specifications and Requirements for Earthing of Signalling System:

The code of earthing practice shall be followed as per the RDSO specifications RDSO/SPN/197/2008 or latest with latest amendments.

27.27 Specifications and Requirements for Electrically Operated Lifting Barrier:

Electrically Operated Lifting Barrier complete set suitable for 110VDC/24V DC supply with hand generator back up & motorized boom locking arrangements as per RDSO Spec. SPN/208/2012 with latest amendment. One set consisting 02 Nos of Barriers of length 09.76 Mtrs. along with Spares & tool kit mentioned in RDSO Spec. SPN/208/2012 clause 10.1 & 10.4.

27.28 Specifications for HYLAM sheets/

Boards: In addition the specifications mentioned in the schedule of material, it is to be noted that all the Hylam sheets/boards shall be of **grade P-II.**

27.29 Specifications for Yellow Retro reflective sheet for LC Boom

Yellow Retro reflective sheet for LC Boom intensity grade encapsulated grade prismatic grade reflective sheets of size 305 x 290 mm one set consist 18 pieces.

CHAPTER-VI

TECHNICAL SPECIFICATIONS AND REQUIREMENTS FOR EXECUTION OF WORKS

Note:- The guidelines on Signalling cable laying which are reproduced below in para 5.1 to 5.25 should be adopted during Cable laying work in conjunction with the extant technical requirements in Para 5.26 to 5.37 given below.

In case there is any contradiction between the guidelines in para 5.1 to 5.25 & the extant technical requirements in Para 5.26 to 5.37, the former shall prevail.

28.1 Planning for cable route

- a) After planning of different types of cables to be used on a route, a foot survey along the track shall be done with RAILWAY site in charge to determine the best route for the cable.
- b) While planning cable route plan, any future yard modification/doubling etc. shall also be kept in view.
- c) The route shall be shown clearly on a cable route plan showing the actual alignment of track, giving offsets from permanent way or permanent structures like wall, OHE mast etc.. The diagram shall indicate the various road and track crossings, crossing with power cables, water and sewage mains and other points of importance. It is preferable to chart the route on a route plan on which the existing routes of power cables, etc. are shown. Changes, if any, shall be incorporated in the chart/plan.
- d) Cable route plan shall also be approved by Engineering and Electrical Department. Cable route plan shall also be approved by Branch Officer of Signal & Telecom (Open Line) wherever it is prepared by organization other than open line.
- e) As far as possible low lying areas, platform copings, drainages, hutments, rocky terrains, points and crossings, shall be avoided.
- f) Wherever JCB/Mechanized trenching or any kind of digging cases near existing cables is resorted, instructions contained in RAILWAY Board's JPO No.1/SG/2004 issued under D.O. letter No. 2004/Sig/G/7 dated 17.14.2004 shall be followed.

28.2 Laying of cable above ground

- a) Signalling cables for outdoor circuits shall not normally be laid above ground.
In exceptional cases where it becomes unavoidable, the following precautions shall be taken:-
 - i) The cable shall be suspended in wooden cleats, from cable hangers or in any other approved manner so that no mechanical damage occurs to the cable even under exposed condition.
 - ii) The cable supports shall be so spaced as to avoid sag.
 - iii) In station yards, cable shall be laid in ducts suitably protected.
- b) Indoor signalling cable shall normally be laid on ladders, channels or in any other approved manner. The cables shall be neatly tied/ laced.
- c) In AC electrified areas cables shall be laid underground only. For laying cables in RE area instructions laid down in Chapter XXII of SEM shall also be followed. Extract of this chapter are available in para 5.25 of these guidelines.

28.3 Excavation and backfilling of the trenches

- a) Manual trenching is recommended for laying of signalling cables in the station yards from Home to Home signal and mechanized trenching is recommended from Home to distant signal and beyond into block/automatic section.
- b) Under road/platforms/RAILWAY tracks/difficult terrain etc., trench less horizontal directional drilling (HDD) method may be adopted under the supervision of competent staff for laying of GI/DWC-HDPE pipe. Both ends of GI/DWC-HDPE pipes shall be closed properly using accessories and the pits shall be properly backfilled. There shall be no damage to the road/platform/tracks or any such structures etc. enrooted during or after the HDD operations.
- c) Excavation of cable trench shall be made in all kinds of soils including clearing roots of trees, rocks etc. Trenches shall be straight as far as possible and steep angles shall be avoided.
- d) The bottom of the trench shall be levelled and got rid of any sharp materials.
No sharp object like stone chips, iron pieces etc. shall ever come in contact with laid cables irrespective of the method of laying the same.
- e) After cable has been laid and until the whole of the cables to be laid in the trench have been covered with their protective covers, no sharp metal tool such as spades, crowbar or fencing pins shall be used in the trench or placed in such a position that they may fall into the trench.
- f) When cables are laid in trunking, care shall be taken to see that no ballast or stones have been dropped inside the trunking. The trunking shall be cleared of all ballast and stones before the cover is secured. When the ends of covers are joined together with cement

plaster, a piece of paper or wood shall be placed under the joint to prevent the cement plaster from falling on the cable.

- g) It is desirable that the excavation of the trenches is not done in long lengths and does not remain uncovered for long period. It is preferable that cables are laid and refilling done on the same day.
- h) Before commencement of the laying, inspection of the trench and inspection of protection works shall be carried out so as to ensure their conformity with the specification.
- i) Backfilling of the trenches shall be done properly. The earth excavated shall be put back on the trench, rammed and consolidated.
- j) During excavation, the earth of the trenches shall not be thrown on the ballast. The earth shall be thrown by the side of the trenches away from the track.

28.4 Cable laying in underground

- a) Cables may be laid underground, either in the trench, in ducts, in cement troughs, in pipes or in any other approved manner.
- b) Cables shall be laid generally as per instructions given in these guidelines.
However, special precautions to be taken in the station yards etc. where a number of other utilities may be existing, may be detailed in a joint circular issued by the Civil Engineering, Signalling and Electrical Department (where applicable) of the RAILWAY. RAILWAYS may provide any additional protection as necessary at a particular location due to prevailing law and order problem.
- c) Cable is generally laid parallel to the track beyond Home signal with minimum deviations and on one side of the yard.
- d) As far as possible, cable shall be crossed only at two locations, i.e. one crossing on each side of the yard.
- e) The cable laid parallel to the track shall be buried at a depth of minimum 1.0 metre (top most cable) from ground level. . While those laid across the track must be minimum 1.0 metre below the rail flanges. However, in case of rocky soil, the depth may be reduced suitably. When it concerns the laying of tail cables which serve the track apparatus etc. the depth shall not be less than 0.50 metres. In theft prone areas the cables may be laid at a depth of 1.2 metres with anchoring at every 10 metres.
- f) The width of manually made cable trenches shall commensurate with number of cables. The minimum width shall be kept as 0.3 meters. The bottom of the cable trench shall be levelled and got rid of any sharp materials. In the soft ground, the cable shall be laid at the bottom of the trench previously levelled. In the rocky ground, the cable shall be laid on a layer of sand or sifted earth of 0.05 metre thickness previously deposited at the bottom of the trench. In both the above cases, the cable shall be covered with a layer of sand or sifted earth of 0.10 metre thickness and thereafter a protective cover of trough or a layer of bricks shall be placed.
- g) Normally, not more than 12 cable are to be laid in one trench as it shall be difficult to attend failure at a later date. At a moderate size station with electrical signaling installation, generally the numbers of cable are more up to home, it is recommended that cables are laid in RCC duct up to home signal on both side of the station and may be extended up to distant, if required. This will also help later for laying of additional cable later without carrying out trenching.
- h) While laying the cables in accordance with the above instructions, the following instructions shall be adhered to for the safety of the track:-
 - i) Outside the station limits, the cables shall generally be laid at not less than 5.5 metre from the centre of the nearest track.
 - ii) Within the station limits, the trenches shall preferably be dug at a distance of not less than 3 metre from the centre of the track, width of the trench being outside the 3 metre distance.
 - iii) At each end of the main cable an extra loop length of 6 to 8 metre shall be kept.
- i) Before starting cabling work location boxes shall first be erected so that cable after laying is directly taken inside location box and its multiple handling/damage by re-digging and taking inside location box/Relay Room is eliminated.

28.5 Laying of different type of cable in same trench

- a) Where several cables of different categories have to be laid in the same trench, they shall be placed as far as possible in the following order starting from the main track side, so that in the event of failures, the maintenance staff may easily recognise the damaged cables:-

- i) Telecommunication cable
 - ii) Signalling cable
 - iii) Power cable
- b) A distance of approximately 10cm must be maintained between telecommunication cable and signalling cables. The signalling cables must be separated from power cables by a row of bricks between them.

28.6 Cable laying in ducts

- a) RCC, masonry or any other approved type of ducts may be used for laying the cable. The ducts shall have suitable covers and shall rest on walls of duct.
- b) The ducts shall be of such design as to prevent water collecting in the duct.
- c) After placing the trunking in the trench the ducts have to be aligned using 8 mm rod. For this purpose, a hole is left in the trunking for insertion of rods. Wherever there is a diversion proper care shall be taken to cover the cables, either by smoothly forming a curve with duct or a masonry structure can be constructed to protect the cables. After laying of cables the ducts shall be covered with RCC slab and shall be continuously plastered at the end with trunking.
- d) When cables are laid in rocky area, it is desirable to protect them with split RCC ducts of suitable design.
- e) Where it is necessary to take the cable between the tracks, it shall be carried in trunking kept sufficiently below the ballast level.
- f) Cables for longer distances shall be laid on bottom layer. Duct shall be filled up with sand after cable is laid to avoid entry of rodents.
- g) From Home to Home Signal, where number of signalling cables required are more, subject to availability of space adjacent to tracks, RCC ducts with removable top cover with larger width up to 500 mm are recommended to be used.
- h) Beyond Home Signal and up to distant signal including block section/ automatic section RCC ducts with a width up to 300 mm are recommended to be used.
- i) Partition of RCC duct for accommodating different types of signalling/telecom cables/ power cables may be provided, wherever required. This can be achieved by earmarking about 80% of inner space for multi core signalling/ telecom cables and the remaining 50% of space for carrying power cable more than 110V in a separate of chamber.
- j) In RCC ducts it is recommended to have height of maximum 300 mm (outside dimension inclusive of removable top cover). Length of the duct shall be between 700 mm to 1000 mm (outside dimension). This is mainly required for easy transport of ducts from factory premises to the work sites.
- k) Depth of 600 mm to 1000 mm is recommended according to requirement of Zonal RAILWAYS depending on site condition and Law & Order situation.

28.7 Laying cable in solid & rocky soil

- a) In case of rocky soil the depth may be reduced suitably.
- b) Sharp edges on the sides must be smoothened out and bottom of the chase shall be leveled. In the rocky ground the cable shall be laid normally on layer of sifted earth of 0.05 metres thickness previously deposited at the bottom of the trench. Cable shall be covered with the layer of sand or sifted earth of 0.1 metre thickness.
- c) In case sharp edge of rocky ground cannot be protected with sifted earth, concrete/GI/CI/PVC/DWC-HDPE pipe shall be used if number of cables are small. If number of cables is large, RCC duct shall be used. In isolated cases, it can be given smooth surface by using either masonry bricks or cement concrete.
- d) A row of bricks shall then be placed lengthwise on the top and jointed with cement mortar and a layer of concrete with cement plaster shall be provided on the top of the same.

28.8 Laying in special soil condition

- a) Cable shall not be run through abnormally high acidic or alkaline soil or through sewages. If this is unavoidable special measures shall be taken against corrosion. Cable may be laid in the concrete/GI/CI/PVC/DWC-HDPE pipes properly jointed to prevent ingress of moisture.

28.9 Cable laying in residential area

- a) If laying the cable in residential area, the cable shall be specially protected on both sides up to a distance of about 300 metres beyond the building line. In such cases, the cable shall be protected by means of concreting of 50 mm as proposed for rocky soil. This is better than using bricks as

in a residential area bricks are usually found while digging and its special significance of cable protection may be overlooked.

28.10 Cable laying in large yard and suburban area

- a) Main signalling cable in large yards including suburban section shall be laid in RCC ducts/DWC-HDPE pipes.
- b) Tail cables shall be laid through DWC-HDPE pipes of suitable sizes and buried in trenches at a depth of not less than 1000 mm from ground level.

28.11 Track crossing

- a) As far as possible, cable shall be crossed only at two locations, i.e. one crossing on each side of the yard.
- b) When a cable has to cross the track, it shall be ensured that-
 - i) The cable crosses the track at right angles;
 - ii) The cable does not cross the track under points and crossings and
 - iii) The cable is laid in concrete/GI/CI/PVC/DWC-HDPE pipes or suitable ducts or in any other approved manner while crossing the track.
 - iv) Cable laid across the track must be 1.0 metre (minimum) below the rail flanges.
 - v) No digging shall be done below the sleepers. Digging work while crossing a track shall be done between sleepers in the presence of a RAILWAYS representative.

28.12 Road Crossing

- a) The cable is laid in concrete/GI/CI/PVC/DWC-HDPE pipes, suitable ducts or in any other approved manner while crossing the road at the depth of 1 metre from the ground level. It shall extend 1 metre (minimum) on each side of the road keeping in view the future increase of width of the road.
- b) When crossing roads, it is necessary to lay the cables in such a manner as to avoid the necessity of bending the cable sharply and minimise the excavation of road surface as far as possible.
- c) The crossing of main roads often involves difficulties, especially if traffic is heavy. Precautions to avoid accidents to workmen, pedestrians and vehicles shall be taken. On minor roads, which can be temporarily closed to traffic it is possible to open up across the entire width of the road, pipes shall be installed quickly in the cutting, which is then filled in there by reducing to a minimum the time for which the road is closed.
- d) Some roads, which are broad, may be opened for half their width allowing the other half for use of traffic, pipes are laid, trench filled in the first half and the other half opened up after the first half is opened half is linked with those laid in the first half.
- e) Whenever a cable is laid across an important road, particularly one with a special surface, it is good investment to provide for future expansion. Either the following methods may be adopted:-
 - (i) The size of the pipe shall be so chosen that provision for laying few cable in future is kept in view. Pipes having diameters ranging from 100 to 200 mm are suggested, or
 - (ii) A spare pipe may be laid, through which a cable can be drawn when required. It will be advantageous to leave a lead wire of G.I. wire in the pipe for drawing the cable in future.
- a) A separate pipe of suitable dia shall be used for telecommunication cable.

28.13 Cable laying on bridges/culverts

- a) Wherever practical, the cable may be taken underground across the drain bed at a suitable depth for crossing small culverts with low flood level.
- b) Where cable may not be taken underground across the drain bed, cable shall be taken on the culvert through GI/DWC-HDPE pipe of suitable sizes.
- c) When cables have to cross a metallic bridge, they shall be placed inside a metallic trough which may be filled, as an anti-theft measure, with sealing compound. The cable shall be supported across the bridge in a manner which would involve minimum vibrations to the cable and which will facilitate maintenance work. Adequate cable length to the extent of 2 to 3 meters shall be made available at the approaches of bridge.

- d) In case of arch bridges, cable shall be taken through GI/DWC-HDPE pipes on top of the arch adjoining the parapet wall. The pipe shall be covered with ballast.
 - e) Concreting of 50 mm shall be done throughout from entry/exit end of cable up to diversion point including slope on either side. The entry and exit ends of the cable from the pipe to the diversion point of the cable shall be concreted for 1 metre (minimum).
 - f) As the laying involves movement of a large number of staff over the bridge the line shall be blocked and flagman posted on other side. On a double line only the line near which the cable is being laid shall be blocked but care shall be taken to see that staff are aware of this and measures taken to prevent staff from straying on to the unblocked line.
 - g) Damage to cable is likely to occur if care is not taken in laying cable where the bed changes from solid support such as a foundation, pier of bridge to soft support such as soft soil. The cable must not press against the edge of the solid support. The soft soil near the edge must be tamped and the cable raised slightly.
 - h) In order to prevent theft and miscreant activities on approach of cable to bridge/culvert where it is not possible to ensure adequate depth, concrete protection is proposed.
- Laying of the cables along the bridges will be as per guidelines of CBE/CCG's JPO no. W/65/0(Bridge) Vol.V(W3) dated 21/07/2014.**

28.14 Laying near to sleeper

- a) In places where cables are to be laid within 1 metre from sleeper end, digging beyond 0.50 metre shall be done in the presence of an official from Engineering Department, and the laying of the cable and refilling of trench shall be done with least delay. Laying may be undertaken under block protection as needed.

28.15 Jumper cables for track circuits

- a) There are numerous instances of jumper cable cut due to Engineering staff working. Such instances can be minimized if jumper cable is tied with the nearest sleeper. This shall be done on wooden sleepers using iron clamps/hooks. On PSC sleepers jumper cable shall be tied using clamps.
- b) Where sleeper ends, cable shall be buried underground in the line of sleeper and taken to TLJB. Wherever required, cable may be laid in DWC-HDPE pipe.
- c) Jumper cable shall be laid at least 0.5 metre below ground level excluding ballast depth.
- d) Jumper cable shall be laid neatly in squared manner and shall not be kept in loose coils above the ground near TLJB.
- e) Top surface of TLJB shall not be 1 feet above rail level.

28.16 Cable markers

- a) Cable markers wherever provided shall be placed at 30-40 metre interval and at diversion points.

28.17 Storing & transportation of cable

- a) Cable drums shall not be stacked on flat side. Suitable stoppers shall be placed for stability.
- b) Cable drums shall have easy access for lifting and moving.
- c) When rolling the cable drum either for unloading or transportation, the drum shall always be rotated in the direction of the 'arrow' which is marked on the drum.
- d) The drums shall not be rolled over objects that could cause damage to the protective battens of the cable.
- e) When unloading is carried out from the vehicle the drum shall not be dropped on the ground directly to avoid damage due to impact. Fork lifter or ramp shall be used.
- f) During all stages of storage, it is essential that the ends of the cable are effectively sealed by end cap or in any other approved manner to avoid water entry into the cable.
- g) It is desirable that cable drums are stored in covered shed to protect against direct exposure to sun.

28.18 Paying out the cable

- a) For paying out cables, the cable drums shall be mounted on cable wheels. It shall be ensured that no kink is formed while paying out the cable.
- b) The drum on the wheel shall be brought to one end of the trench and the end of the cable freed and the cable shall be laid along the trench.
- c) The cable duct shall be brought as close to the cable trench if possible. The cable drum shall clear the ground by 5 to 10 cm.
- d) The wooden battens on the drums shall be carefully removed shortly prior to laying and before

- the drum is mounted on the jack.
- e) A party of labourers shall move along the trench carrying cable at suitable intervals so that cable is not damaged due to dragging along the ground or bent unduly.
 - f) The in-charge of cable laying shall ensure proper synchronization of all labourers for smooth laying.
 - g) In cases where the wheels are not available, the drum shall be mounted on an axle at one end of the trench and cable paid out and carried by labourers.
 - h) In no case, shall the drum be rolled off on to the road for laying the cable and the cable dragged on the ground for laying purposes.
 - i) Whenever mechanized equipment is used, the work shall be carried out by a trained operator under the supervision of SSE/SE/JE (Signal) in-charge of the work.
 - j) Where the cable drum is in damaged condition the cable may be placed on a horizontal revolving platform and the cable paid out in the same manner as given in paras above.
 - k) Paying out of cable shall be done by rotating the cable drum and not by pulling the cable with excessive force.
 - l) Wherever flaking of cable is required, it shall be done by making a succession of loops in the form of Figure '8', these loops being disposed on top of each other to avoid tangling of cable. Figure of '8' flaking shall only be carried out under the direct supervision of an experienced official.

28.19 Laying in monsoon season

- a) It is not advisable to lay cables in monsoon when the precipitation is heavy. The trenches will be inundated and visual inspection of the bedding of the trench will be rendered difficult. Threading the cable in pipes will also be more difficult.
- b) When however cable laying is necessary during the monsoon season, the cable ends shall be inserted in a pipe sealed at one end and the pipe buried. Termination work shall be started only when there is likelihood of a clear weather for three or four days.

28.20 Entry of cable at cabin, relay room, location boxes etc.

- a) All cable entry points in cabin, relay room, battery room, SM's room, location boxes, location huts, junction boxes, etc. must be closed with suitable masonry works, sand covered and plastering to prevent entry of rats etc. RCC slab shall be provided on the cable pit of cabin and relay room/station.
- b) Cable shall be protected on both sides up to a distance of 10 metre beyond building line of cabin, relay room, battery room, SM's room. In case of location boxes, location huts, junction boxes etc. cable may be protected for 1 metre on each side.
- c) Damage to cable is likely to occur if care is not taken in laying cable where the bed changes from solid support such as a foundation/masonry to soft support such as soft soil. The cable must not press against the edge of the solid support. The soft soil near the edge must be tamped and the cable raised slightly.

28.21 Cable termination

- a) The cable termination of signalling cables shall be undertaken by providing suitable location boxes/junction boxes on approved type termination.
- b) All the core of the cable (used or spare) shall be terminated on approved type termination in cabin/SM's office or apparatus cases. Each core so terminated will be provided with identification ferrules with letters or/numbers embossed on them as per requirement of circuitry.
- c) Termination of signalling cable on CT rack in relay room and in location boxes shall be done duly using identification marking on cable and on conductors/terminals. This will enable easy identification of conductors in case of any failures or cable disconnections or cable cut done by outsider/ miscreants. A proper marking and termination practice ensures quick and easy restoration during failures.
- d) For quad cable, jointing may be done as per instructions of Telecom Directorate of RDSO. For jointing of signal cable in straight portion arrangement shall be issued by RDSO separately.

28.22 Testing of cable

- a) Before the cable is laid in the trench, a visual inspection of cable shall be made to see that there is no damage to the cable. It shall be tested for insulation and continuity of the cores. Thereafter, the cable shall be laid into the trench. Record of insulation and loop resistant must be maintained.

- b) Testing of all main and tail cables after laying of the cable in trenches and also after termination in apparatus cases, in boxes and relay room shall be done.
- c) Any defect noticed during the testing after laying the cable the same will be replaced.
- d) All conductors in signalling cables must be tested for their insulation in dry weather every year as per instructions in para 20 below. A comparison of the test results between successive tests carried on a cable under similar conditions will give an indication of the trend towards deterioration of the insulating material over a period of time. If a sudden fall in insulation is observed, the cause shall be investigated and immediate steps taken up to repair or replace the cable.
- e) In addition to the regular testing of cables in dry weather, random tests in wet weather may also be carried out, where considered necessary, to localise any sudden deterioration in insulation of cables.
- f) After completion of any P.Way work in the vicinity of existing cable, testing of all cable may be undertaken to verify proper working of cable.

28.23 Instructions for insulation resistance testing of signalling cable

- a) These instructions apply only to cables used for RAILWAY Signalling and do not cover open line wires and internal wiring.
- b) Insulation Resistance tests shall be made in such a manner that safe operation of trains is not affected. It shall be ensured that no unsafe conditions are set up by the application of test equipment.
- c) All conductors in signalling cables must be tested for their insulation at the time of commissioning and thereafter in dry weather every year preferably during the same part of the year.
- d) The insulation resistance tests shall be made when conductors, cables and insulated parts are clean and dry.
- e) In addition to regular testing of the cables in dry weather, random tests in wet weather may also be carried out where considered necessary.
- f) The conductors of the cables possess appreciable electrostatic capacity and may accumulate electrostatic charge. The cable conductors shall be shorted or earthed to completely discharge any accumulated charge (i) before connecting the insulation tester while commencing the test (ii) before the insulation tester is disconnected when the test is completed. This is in the interest of safety of personnel and protection of equipment
- g) A 500V insulation tester shall be used for insulation testing. The fact that the cable has capacitance means that it has to be discharged before a measurement of the insulation resistance can be made. The insulation resistance shall therefore be recorded after the test voltage has been applied for one minute or so when the indicator of the insulation tester shows a steady reading.
- h) Any metallic sheath or metal work of any rack or apparatus case shall be bonded to earth during test.

28.24 Procedure

- a) Disconnect all cores of a cable at both ends. The disconnection may be made through links of approved type terminals, if provided.
- b) Connect one terminal of the insulation tester to the conductor under test and other terminal to all the other conductors being bunched together and connected to earth.
- c) Similarly test remaining conductors of the cable one by one.
- d) Insulation Resistance so measured shall not be less than 5 mega ohms per kilometre at buried temperature. If the insulation resistance is found to be lower than 5 mega ohms, the cause shall be investigated and immediate steps taken to repair or replace the cable to prevent any malfunctioning of the equipment and circuits.
- e) The results of the insulation resistance tests shall be recorded in approved proforma. A comparison of test results between successive tests carried out on a cable under similar conditions will give an indication of the trend towards deterioration of the insulation resistance of the cable. If sudden fall in the insulation resistance is observed the cause shall be investigated and immediate steps taken to repair or replace the cable.

28.25 Special requirements in 25 kV AC electrified area

- a) Only unscreened cable shall be used.
- b) Screened signalling cable may be used on signalling installations where screened cable is already in use and site condition demand its further use.

- c) PVC insulated PVC sheathed and armoured unscreened cable to an approved specification (IRS-63) shall be used for carrying signalling circuits. Only approved type (IS-1554) power cable shall be used for signalling purposes.
- d) The screened cable, if used, shall be PVC insulated, armoured and to an approved specification IRS S-35.
- e) The cable shall be so laid that it is not less than one meter from the nearest edge of the mast supporting the catenary or any other live conductor, provided the depth of the cable does not exceed 0.5 meters. When the cable is laid at a depth greater than 0.5 meters, a minimum distance of 3 meters between the cable and the nearest edge of the O.H.E structure shall be maintained. If it is difficult to maintain these distances, the cable shall be laid in concrete/heavy duty HDPE/Ducts or any other approved means for a distance of 3 meters on either side of the Mast. When so laid, the distance between the cable and the mast may be reduced to 0.5 meters. These precautions are necessary to avoid damage to the cable in the event of the failure of an overhead insulator.
- f) In the vicinity of traction sub stations and feeding posts, the cable shall be at least one metre away from any metallic part of the O.H.E and other equipment at the substation, which is fixed on the ground, and at least one metre away from the substation earthing. In addition, the cable shall be laid in concrete or heavy- duty HDPE pipes/or other approved means for a length of 300 meters on either side of the feeding point. As far as possible, the cable shall be laid on the side of the track opposite to the feeding post.
- g) In the vicinity of the switching stations, the cable shall be laid at least one metre away from any metallic body of the station, which is fixed in the ground, and at least 5 meters away from the station earthing. The distance of 5 meters can be reduced to one metre provided the cables are laid in concrete pipes/ heavy-duty HDPE pipes/ducts or any other approved means.
- h) Where an independent Earth is provided for an OHE structure, i.e. where the mast is connected to a separate Earth instead of being connected to the rail, the cables shall be laid at least one metre away from the Earth.
- i) Where there are O.H.E structures along the cable route, the cable trenches shall as far as possible, be dug not less than 5.5 meters away from the centre of the Track.
- j) In a cable run, the number of circuits carrying 300V at any given instant shall not exceed three.

***Note: 300 V feed system shall not be used in future installations.**

28.26 TECHNICAL REQUIREMENTS & SPECIFICATIONS AS PER EXTANT PRACTICE.

Cables

The conductors in the cables outside building shall be 1.5 sq. mm (copper) conforming to IRS: S-63/2014 with latest Amendments

28.27 Specifications and Requirements for Digging of Cable Pit

The cable pit shall be dug near to the room where all the cables are entering the CT rack room.

The cable pit shall be of dimensions (minimum 2x2x1 meter) as per schedule of material and works.

Before concreting the cable pit shall be filled with sand. It shall be kept in considerations that the top of the cable coils shall be minimum one meter below the top of the concreting. The cables shall be coiled approximately five meters per cable.

28.28 Terminals

- (a) Terminals shall be screw less cage clamp type terminal block & accessories Wago / Phoneix make (The manufacture, supplier must produce valid IS license) It should be fire retardant.
- (b) Terminals shall be mounted so that they cannot be turned in base of frame to which applied. They shall be properly insulated from each other and other metallic parts.
- (c) Terminals supporting the fixed parts of front and back contacts of relays shall be fastened in their supports, so as to preclude adjustments of any kind without first breaking the seal of the relay.
- (d) Terminals shall be installed in an accessible position and neatly arranged on terminal boards in housings.
- (e) The terminal blocks provided at the locations and other places shall be provided with suitable links to facilitate isolation of the two sides of the circuits which are connected through the terminal links.

28.29 Specifications and requirements for Digging of Trenches in the Soft Soils, Asphalted area and Track Crossings:

Tender no. MUM / N / S&T / LC 81

- (a) The contractor shall depute proper and competent supervisor for trenching and cable laying work.
- (b) Before starting the trenching foot by foot survey shall be done along-with the RAILWAY's representative. The cable route shall be jointly finalized by the contractor's and RAILWAY's representatives. The proposed cable route plan shall be submitted to the Engineer-in-Charge and it shall be got approved. In addition to the main cable plan, a track crossing plan shall also be got approved before starting the work.
- (c) The cable shall be laid at the RAILWAY's boundary (one meter inside the outermost boundary). While trenching it shall be kept in mind the depth of the trench shall be 1 meter until and otherwise specified by the engineer in charge. All the payments shall be made in cubic meter accordingly.
- (d) While trenching the contractor shall clear the temporary obstructions like roots of tree if any, some foundation if any. If it is not feasible to clear the route the route shall be diverted accordingly with the prior permission of the engineer in-charge. All excavated earth shall be staked by the contractor away from the track and not on ballast or shoulders.
- (e) In case digging is to be done in between tracks the excavated earth shall be carried manually beyond the adjacent track/tracks and stacked completely outside.
- (f) In case the trench gets filled up with water from the surrounding area due to rain etc, the Contractor shall have to make his own arrangement to pump it out without any extra charges payable for the same.
- (g) If during the trenching, any cable markers, obstruction such as pipes or cables or any bricks or warning covers which appear to be deliberately placed in the location is noticed, the digging should be stopped immediately and the RAILWAY Supervisor should be called. Further excavation will be done in his presence very carefully with the help of wire claws and digging can be further resumed only with the permission of the Engineer/Supervisor-in-charge.
- (h) Where the cable route is on uneven ground, reasonably long section of consistent grounding shall be dug, rather than following every undulation of the ground.
- (i) The width/depth of cable trench will be as per guidelines of CSE/ CCG's letter no. SG 217/9 Vol. V dated 10/8/2010
- (j) Trenching for track crossing and laying of cables across the track shall be done only in presence of the Engineer's representative. No digging shall be done below the sleepers. Digging while crossing a track shall be done between sleepers in the presence of a RAILWAYs representative. Before the track crossing it shall be ensured that a commencement notice shall be given to P-way supervisor.
- (k) Before starting the trenching in the asphalted area the contractor shall got prior approval of competent authority. During the trenching and cabling work in the asphalted areas the contractor shall cordon off the area with proper means of barricading and warning board for the user of that area. After the cabling or the laying of suitable pipes or ducts the asphalted area shall be restored back to its earlier state of surface by proper means. While restoring back the contractor shall take care that the level of this area must match with the nearby areas. The trench shall be leveled with soft soil, rammed and platform re-asphalt. The item includes covering of cables laid in trench by soft soil for a depth of 5 cm before covering by bricks. Leveling of trenches excavated and restoring the original surface is the responsibility of the contractors. During trenching the muck in the form of soil or ballast shall be filled in gunny bags and kept away from the track area.
- (l) The contractor shall keep one additional man to look for the trains while the trenching and cabling work is being done in track areas. The duties of this person shall be to look for the trains and warn the labours working in the track areas. RAILWAY shall in any case not be responsible for any mis-happening on the track areas. The contractor shall ensure that all safety features have been arranged for its labour.

The contractor shall also apply for and got issue the ID card for its labour supervisor and associated labour.
- (m) The trenching should be done in a straight route as far as possible except where curve has to be negotiated. Where the direction of the trench is to change, it should be done in a gentle curve and

not at sharp angle. The change in the level of the cable when laid shall be gradual and uniform while negotiating the ups and downs encountered in the terrain.

- (n) The work will be done in accordance with CSTE'S Drg. No. CSTE/3644 and latest policy circulars issued by Western RAILWAY Headquarters and RB with conventional method in force as per instructions of the Engineer. Digging of cable trench and laying of cables on rocky surface/asphalt platform shall be as per drawing No. CSTE/ 3644 page 4. Digging of cable trench one mtr. Deep below bottom of sleeper /road level shall be done for track/ road crossing as per drawing No.CSTE/3644 page 7 and latest policy circulars issued by Western RAILWAY Headquarters and RB.

28.30 Specifications and Requirements for laying of Cables

28.31 General Requirements

- (a) All the cables shall be transported from RAILWAY signaling stores located in BCT division to the site by the contractor by its own means. The cables at site shall be stored properly, fully protected against harsh environmental conditions like rains etc.
- (b) The cables shall be meggered before and after it is laid by the contractor under the supervision of RAILWAY representative and contractor will submit meggering test report for each cable.
- (c) Cable shall be laid in trenches/culverts/track crossing only after the inspection by engineering in-charge.
- (d) Cable drums mounted on Jackscrew stand shall be used for cable laying to avoid any kinks or pressure on the cable during cable laying. Sufficient manpower should be arranged by the contractor to lay the cable manually so that it does not rub on the ground. Cable shall be laid with due caution so as not to cause any damage due to rough handling. While laying the cable, precautions shall be taken to avoid any kind of pressure on the cable and also to avoid any twist in the cable.
- (e) The cable drums shall always be kept i.e. axle being kept parallel to the ground. The drums shall not be subjected to jerks, but shall be handed slowly with care. The Side plates of the cable drum should not be damaged while moving the drums. Pulling of the Cable by jerks shall be avoided.
- (f) After laying of the cables before the terminations in the location boxes it shall be ensured that all the cables are covered with the insulating tape / cap at their ends. All the cables shall be taken inside the location boxes marked for the concerned cables. While entering the location boxes it shall be ensured that the pit near the location box is of sufficient size such that after burying the cable, the uppermost portion (top) of the cables is at least 0.5 meter below the surface level.
- (g) As a matter of practice, until and otherwise, not more than 2-3 meter of coils are left for all the cables as a loop after considering the length required for the termination.
- (h) Before the back filling is done, the cable markers will be provided in such a way as to keep the top portion visible after filling. The marker should be so placed as to be clearly visible and shall not project above rail level of the nearest track and shall not be more than 200 mm from the top surface of ground level. There will be one cable route marker at every thirty meters interval in addition to additional cable markers to be provided at bends and at such other locations which will be indicated by the supervisor-in-charge.
- One cable route marker shall be placed at the point of divergence.
- i. One cable marker at either end shall be placed at each track crossing.
- ii. One cable marker at each side of culvert/bridge etc.
- (i) When Signaling and Main Telecom cables are laid in the same trench, a distance of 100 mm is to be maintained between them.
- When Signaling and L.T. or H.T. power cables are placed in the same trench; they must be separated by a row of bricks between them.
- NOTE: These instructions apply to power cables from 230V to 660 V. For higher voltage, larger separation is required and for lower voltage, no separation is required.
- In case several cables of different Categories are laid in the same trench, they should be placed in the following order starting from the main track end, so that in case of accidents the maintenance staff may easily recognize the damaged cables from Sight
- 1st Main Telecom cable.
- 2nd Signaling Cable.
- 3rd L.T. Power cable.
- 4th H.T. Power cable.

Tender no. MUM / N / S&T / LC 81

In case of Signaling cables running parallel to H.T. or L.T. Power Cables in different trenches, minimum horizontal distance of 0.30 metres between Signaling and Power Cables should be maintained. At the point of crossing, a minimum distance of 0.20 metres should be maintained between the two cables.

The cable shall be laid in trenches with due caution so as not to cause any damage due to rough handling.

While laying the cable, precautions shall be taken to avoid any kind of pressure on the cable.

Instructions of the Engineer-in-charge in connection with the laying of cable shall be strictly adhered to. Certain additional precautions for special circumstances are as under:

Laying of Cable Direct in Trench Laying of Cable Direct in Trench

For direct laying, the bottom surface of trench should be made free of corrosive elements and the cable to be laid on the bedding of the soft earth of the trench.

Depth of trench shall be minimum 1M prior to laying of cable and depth should be measured from the ground level to the bottom of trench

Drawing No. CSTE/3644 page 2 issued should be generally adopted for this method of cable laying. However, the depth of cable trench should be 1 meter in lieu of 800 mm as mentioned in the drawing.

In case two layers of the cables are to be laid in same trench, the first layer will be covered with soft sand or sieved soil of 25mm before the second layer is laid. In no case, more than two layers of cables to be provided, providing two layers should be avoided as far as possible.

Laying of Cables for Track/Road Crossing

The general arrangement of cable laying shall be as per Drawing No. CSTE/3644 Pg 7, and the cable shall be laid 1 meter below bottom of the sleeper/ road levels for rail/ road crossing.

Jointing of G.I. pipe shall be by means of G.I. collars.

The ballast disturbed while digging shall be screened and dressed up as required by engineer in charge and the road tarred immediately after the pipes are laid.

The work of laying of RCC pipe while crossing the track shall be done under the RAILWAY officials supervision.

Cable Laying on Rocky Soil

Cable laying arrangement shall be as per Drawing No. CSTE/3644 Page 4.

RCC trunking will be laid after trench has been inspected by the Engineer's representative.

The cable will then be laid with due caution and earth/sand will be filled in the trunking. Capping will be placed in position and back filling of the trench done. Any earth/stones etc. which might have fallen into the RCC trunking should be removed before the same is filled.

The RCC capping shall be placed on the trunking only after the supervisor-in-charge has approved the cable position in the trunking and sand filling.

Any damage to the RCC capping either during the transport or during laying be to any reason whatsoever will be to the account of the contractor and broken RCC capping will not be allowed to be installed.

Specifications and Requirements for Placing of Various Pipes/RCC Ducts in Trenches

All the pipes/ducts to be placed in the trenches for laying of cables shall be transported from RAILWAY signal stores located in BCT division to site by the contractor by its own means.

All the trenches shall be properly and thoroughly cleaned before laying the pipes/ducts.

While laying of ducts it shall be ensured that there is no damage to the duct due to mishandling.

If more than one pipe or duct, are to be laid in the same trench then both should be laid side by side.

28.32 Specifications and Requirements for Cable Laying and Fixing of Pipes and Troughing

Bridges and Culverts

First all the bridges shall be surveyed before commencing this item. After surveying it shall be jointly finalized by the RAILWAY's and contractor's representative that what are the feasible spots where angles and channels can be provided.

The fixing of GI/RCC/DWC pipe (with contractors on clamp) on culverts shall be as per Drg.No.CSTE/3644 Pg.4. Cable shall be laid on culverts inside G.I. pipes suitably clamped on the sleepers/pathways. Where necessary G.I. pipes shall be joined by means of G.I. collars or suitable G.I. Bend pipes (contractor's own). The G.I. pipes shall be secured on sleepers/pathways by means of clamps (to be provided by contractor as approved by RAILWAY's Supervisor).

Holes in the sleepers/pathways for fixing clamps shall be drilled by the contractor.

Cables shall be laid in troughings on bridges.

As per schedule item all the concerned material i.e angles and channels required shall be supplied by the contractor along with GI fitting bolts and nuts.

All the angles and channels shall not be of material (MS) having thickness less than 5 mm. The shape and size of the clamps, angles and channels shall be jointly finalized by the RAILWAY's and contractor's representatives. It should be kept in consideration while finalizing the size of angles and channels that there should be sufficient space extra after providing the pipes. The plans and drawing, to fit the channels and angles on the bridge, shall also be got approved by the bridge organization of the concerned jurisdiction.

While laying the cables in the pipe/ troughings the corners of the bridges shall be covered with solid concreting to prevent any access of the cables to the unwanted outsiders. All the pipes shall be properly coupled through couplers. In troughings the bitumen compound shall be filled as per proper procedures.

28.33 Cable Reserves

Suitable amount of cable reserves shall be kept while laying the cables, While asking the measurements of cable laying, the cable laid as reserve shall also be included and payment as per the rates applicable for cable laying shall be made thereof.

Unless otherwise specified, it will be necessary to provide cable reserves for future possible as decided by Engineer-in-Charge. All reserve cables should be marked on plan and protected by brick or R.C.C. covers/capping.

28.34 Specifications and Requirements for the Casting of CC foundation for apparatus case

The foundations shall be made as per the standard drawing issued to contractor. Before starting the digging work for foundation the location of the foundation shall be jointly verified and signed by the representatives of RAILWAYS and Contractor.

While finalizing the location of foundation it must be taken care that the schedule of dimensions and other provisions of SEM are strictly adhered to. The distance of apparatus case with door fully opened should be minimum 4.36 meter from the centre of tracks on all sides.

The foundation of apparatus case shall not be on the banking of the terrain. If the foundation on the bank is unavoidable (only in exceptional circumstances) due to site conditions, necessary supports should be provided as approved by Engineer-in-Charge.

The pit around the apparatus case shall be dug so that the top of the cable is minimum 0.5 meter below the ground surface level i.e. the depth of the pit near the apparatus case shall be increased as per the site requirement.

Once cables are put inside the location boxes, the bottom portion of the location shall be filled with sand and a layer of PCC shall be done to prevent entry of rodents and reptiles. In addition to this if the required depth is not available, then as per approved scheme by Engineer-in-Charge; the contractor shall make a brick chamber like structure and fill the chamber with sand. The whole pit shall be covered with concreting. For this activity the concreting and brick work shall be paid by RAILWAYS as actual form the scheduled quantity of items.

28.35 Specifications and Requirements for Installation of Apparatus Cases

- A. The apparatus case shall be first rubbed to remove the rust in a complete way both inside, outside and all the interiors and corners.
- B. Then one coat of red oxide shall be painted on the complete body of the apparatus case including the base area
- C. The apparatus case shall be fixed properly carefully without damaging it.
- D. Slotted angles (drawing is mentioned in clause 3.63) shall be properly fixed for complete length of the apparatus case with the help of angles and clamps.
- E. One coat of silver paint on the outer side of the walls of apparatus case and one coat of white/silver paint on the interior sides shall be painted before fixing the hylam board/strips.
- F. Both E-type locks shall be fitted before the painting.
- G. If somehow both E type locks are not covered in schedule due to some reason, the other side shall be covered with GI sheet of minimum 3mm thickness to prevent entry of rodents and other reptiles. The piece of sheet shall be supplied by the contractor.

- H The holder and location lighting switch shall be supplied and fixed on a piece of hylam sheet by the contractor. This piece of hylam sheet shall be supplied by the RAILWAYS.
- 28.36 Specifications and Requirements for Cement concrete work for miscellaneous items**
Cement concrete work for miscellaneous items in the ratio 1: 3: 6. Item includes excavation, ramming, curing and plastering with cement & sand mixture (aggregate not exceeding 3.8 cm.) (Aggregate cement & sand to be supplied by the contractor).
- 28.37 Specifications and Requirements for Providing brick masonry**
Providing brick masonry in ratio 1:6 cement and mortar including plastering with 1:4 cement and sand mixture both sides, 20 mm thick each with contractor's owned class II bricks, including excavation, curing, grouting, bolting etc. wherever required. Bricks sand and cement to be supplied by the contractor.
- 28.38 Specifications and Requirements for Installation of Maintenance free Earth Electrode**
Installation of Maintenance free Earth Electrode for Maintenance free earth spec of RDSO/SPN/197/2008
- 28.39 Specifications and Requirements for Dismantling of Concrete foundation**
Dismantling of Concrete foundation/ Demolishing RCC/CC/Stone work /Cutting Tarcarpenting/ CC Flooring/ Precast concrete slab/ Brick work including leading the debris inside RAILWAY limit or outside RAILWAY limit as directed by site in charge. This work to be done by contractors with his own vehicle and labour.
- 28.40 Specifications and Requirements for Removing Muck**
Removing Muck, ballast and debris from RAILWAY premises released to cutting of platforms & excavation of trenches by trucks to the nearest municipal site
- 28.41 Specifications and Requirements for Cable jointing**
Jointing of 4 / 6 quad /Signaling cable with Heat Shrinkable straight through Jointing Kit. All the material required for the work are to be arrange by contractor himself at his own cost except Thermo shrinkable Joint Kit . After jointing the cable through test such as insulation test, continuity cable losses etc. to be carried out jointly with RAILWAY Engineer. If any defect or any damage is observed during jointing, the contractor has to redo the joint free of cost.
- 28.42 Specifications and Requirements for Horizontal direction drilling/boring**
Horizontal direction drilling/boring without damage of surface road using Auger Machine. The bore shall be 150 mm dia & shall be done at the depth of minimum 1200 mm from the ground level. The ground level shall be considered ignoring the bank height of the bank of the road. The length of the bore shall be minimum 4 Mtrs long. this include insertion of different dia DWC pipe/ GI pipes coupling etc. as per direction of Engineer In charge. Note: - Pipe will be supplied by RAILWAY. Contractor shall provide all material required for boring and adequate nos. of labours for proper laying of cables into the bore. Cable shall be laid cautiously so that it should not get damage due to rough handling & pressure on cable.
- 28.43 Deleted
- 28.44 Deleted
- 28.45 Specifications and Requirements for Circuit wiring/jumpering**
Circuit wiring/jumpering as per circuit diagrams in the relay racks/IDF rack tag blocks. This includes preparation of Jumper sheets by wire man duly checked by firm's site supervisor & wire to wire testing as per circuit diagram. Any wrong jumper done by wireman will not be paid & correction shall be done free of cost. Jumper wires will be issued by RAILWAYS. Good quality solder resin core to be supplied by contractor for soldering of Jumper wires. Soldering of jumper wires to be done after completion of testing by RAILWAYS.
- 28.46 Specifications and Requirements for Design of circuits alteration and plans**
Design of circuits alteration and plans to suit layout given in the signaling plan of the Route setting type panel interlocking. All plans and wiring diagram shall be prepared on Auto cad Drawing and supplied with CD duly highlighting the altered portion in red color.
- 28.47 Specifications and Requirements for Preparation of cable route plan**
Preparation of cable route plan, cable coreage plan, location particulars, Cable termination rack particulars, cable meggering report, earth resistance particulars, Traction bonding diagram, 1/2 wire count sheet and any other drawing in AutoCAD in A3/A4 size. The contractor shall initially supply 3 sets of circuits complete for approval of RAILWAYS. RAILWAYS will return one set to the contractor duly approved with

alterations/corrections, if any. The contractor shall incorporate RAILWAY's alterations/corrections in the tracings without any deviation and submit all tracings complete in all respects to the RAILWAYS along with CD & 4 sets of final approved drawings. This includes submission of final cable route plan as per laid cable duly measured at every 30m clearly indicating distance of laid cable from fixed point of reference & indicating all track crossings and tail cables. This also includes designing of cable coreage plan based upon I.P in consultation with engineer-in-charge.

28.48 Specifications and Requirements for Design of circuits and plans

Design of circuits and plans to suit layout given in the signaling plan of IBS/ABS/LC GATE. All plans and wiring diagram shall be prepared on Auto cad Drawing and supplied with CD. This will include supply of Control cum Indication panel diagram, Route section plan, square sheet, wiring diagrams,

28.49 Specifications and Requirements for installation of LC Gate

Installation and complete wiring of operating cum indication panel for LC gate as per technical specification and site requirement. The indoor wiring inside panel shall be terminated on tag block as per instructions of Engineer-in-charge.

Complete Indoor wiring testing & commissioning of station / LC Gate. This includes:

- (i) Prewiring & fixing of all base plates as per approved wiring diagram. (Supply of relay base covered in schedule 'A'. Excess quantity of base plate, if required will be supplied by RAILWAYS, prewiring of which will be done by the contractor.)
- (ii) Fixing of Relay groups on relay racks.
- (iii) Installation, testing and commissioning of electrically operated lifting barrier, complete with Casting of cement concrete foundation for pedestal and boom rest post, cabling, power supply connection & wiring with complete outdoor work as per approved drawing, wiring etc.
- (iv) Installation & commissioning of Sliding booms with E type lock and KLCR. This includes wiring of KLCR, running of cables, necessary painting & transportation of materials from store to site. All material required to commissioning of slide booms on gate will be supplied by the contractor.

28.50 The Procedure laid down for cable replacement/re-termination vide CSTE/CCG's letter SG 215/44 Vol IV dtd.15.01.2013 shall be strictly followed during this work.

PART- III

TENDER FORMS
(INCLUDING SCHEDULE OF
PRICES)

PART- III

TENDER FORMS

FORM No.	SUBJECT
Form No. 1	Offer Letter
Form No. 2	Tenderer's Credentials
Form No. 2A	Technical Eligibility Criteria Details
Form No. 2B	Financial Eligibility Criteria Details
Form No. 2C	Applicant's Party Information Form
Form No. 3	Summary of Prices
Form No. 4	Schedule of Prices and Total Prices
Form No. 5	Contract Agreement
Form No. 6	Performance Guarantee Bond
Form No. 7	Standing indemnity bond for on account payment.
Form No. 8	ECS / NEFT / RTGS
Form No. 9	Draft MOU for Joint Venture Participation
Form No.10	Draft Agreement for JV
Form No.11	Pro-forma of Participation from each partner of JV
Form No.12	Power of Attorney for authorized signatory of JV Partners
Form No.13	Power of Attorney to lead partner of JV
Form No. 14	Proforma for Time Extension
Form No. 15	Certificate of Fitness
Form No. 16	Proforma of 7 days' Notice
Form No. 17	Proforma of 48 Hours' Notice
Form No. 18	Proforma of Termination Notice
Form No. 19	Anti-Profiteering Declaration
Form No. 20	Bid Security Declaration

FORM No. 1

OFFER LETTER

Tender No. MUM / N / S&T / LC 81

Name of work - For Supply , Installation , Testing and commissioning of Electric Lifting Barriers along with Sliding booms and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway

To,
The Managing Director,
DFCCIL,
New Delhi

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda.
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We have not been blacklisted/banned in accordance with para.1.3.13 (ii)(v)(a) of Preamble and General Instructions to tenderers.
- (e) We are neither Bankrupt/Insolvent nor in the process of winding-up nor there is a case pending before any Court on deadline of submission of the Bid in accordance with para. 1.3.13 (ii) (v) (b) of Preamble and General Instructions to tenderers.
- (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) If our bid is accepted, we commit to deploy key equipment and key personnel consistent with the requirements of the work.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award/Letter of Acceptance (LOA), shall

constitute a binding contract between us, until a formal contract is prepared and executed; and

- (i) All information, statements and description in this bid are in all respect true, correct and complete to the best of our knowledge and belief and we have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes/incorrect information are detected at any stage, we understand the bid will invite summarily rejection and forfeiture of bid security, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
- (j) We understand that you are not bound to accept the lowest bid or any other bid that you may receive.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

TENDERER'S CREDENTIALS

S. No	Description
1.	For technical experience/competence, give details of similar completed works during the last three financial years (i.e. current Financial year and three previous Financial Years) in the proforma given in Form-2A
2.	For financial capacity and organizational resources, give details of contractual payments received for the last three financial years (i.e current Financial year and three previous financial years) as per audited balance sheet certified by Chartered Accountant in the proforma given in Form-2B
3.	Give constitution of your firm. Attach certified copies of legal documents in support thereof. Form-2C

FORM No. 2A

TECHNICAL ELIGIBILITY CRITERIA DETAILS

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

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

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

Signature of the
Tenderer with Seal

FINANCIAL ELIGIBILITY CRITERIA DETAILS

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

Name of Bidder/JV Partner

Details of contractual payments (Construction only) received during the last three financial years and current financial year

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

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

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

Signature of the
Tenderer with Seal

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 information Name: [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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Signature of the
Tenderer with Seal

SUMMARY OF PRICES

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

**SCHEDULE -1
SCHEDULE OF PRICES & TOTAL PRICES**

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

FORM No. 5
SAMPLE

AGREEMENT

CONTRACT AGREEMENT

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

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

WHEREAS in reference to a call for Tender for Construction of Construction of ____ nos ROBs (excluding/including approaches) in lieu of level crossings for LC No. _____ as per Tender paper _____ at Annexure "A" here to, the Contractor has submitted a Tender hereto and whereas the said Tender of the contractor has been accepted for Construction of ____ nos ROBs (excluding/including approaches) in lieu of level crossings for LC No. _____.

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

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

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

By the said

_____ Name

_____ Name

on behalf of the Contractor in the
presence of: _____

on behalf of the Employer in the
presence of: _____

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Enclosures:-

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

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 _____ (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the ~~terms and~~ conditions of agreement/Contract Acceptance letter No. _____ dated made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called "the said contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs. _____ (Rs. ____ only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

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

Tribunal relating to liability under this present being absolute and unequivocal.

- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____(Designation & Address of contract signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. (a) Notwithstanding any thing to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we _____(indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we _____(indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.
6. We, _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the

law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).
8. We, _____(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto _____(Date of completion plus 60 days beyond that). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs.

_____only) unless a demand under this guarantee is made on us in writing on or before _____ we, shall be discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of _____ for
_____(indicate the name of bank)

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

Witness:

1. _____

2. _____

FORM No. 7

SAMPLE
STANDING INDEMNITY BOND FOR “ON ACCOUNT” PAYMENTS

(On paper of requisite stamp value)

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

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

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

Dated this day ____day of _____2016
for and on behalf of
M/s _____(Contractor)
Signature of witness
Name of witness in Block letter.

Address.

FORM No. 8**ECS / NEFT / RTGS
MANDATE FORM**

Date :-

To,

GM (F) / GGM (F)

DFCCIL, New Delhi.

Sub : ECS / NEFT / RTGS payments

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

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

Confirmed by Bank signature of tenderer With stamp and address
Enclose a copy of crossed cheque

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

(iii)

(b) Joint Venture Partner

(i)

(ii)

(iii)

[Similar details to be given for each partner]

5. JOINT AND SEVERAL 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 mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. BID SECURITIES

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

9. BID SUBMISSION

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

10. INDEMNITY

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

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

12. DOCUMENTS & CONFIDENTIALITY

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

13. ARBITRATION

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

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

14. VALIDITY

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

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

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

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

17. NOTICES

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

Lead Partner

.....

(Name & Address)

Other Partner(s)

.....

(Name & Address)

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

M/s.....

.....

(Seal)

M/s.....

.....

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

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

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

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

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

A. CONDITIONS AND TERMS OF JV AGREEMENT

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

B. SCHEDULES

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

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

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

No....

Dated

From:

.....
.....

To,
The Managing Director,
Dedicated Freight Corridor Corporation of India Limited
Pragati Maidan Metro Stn. Building Complex.,
New Delhi 110001.

Gentlemen,

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

Ref: Your notice for Invitation for Bid 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 authorise to act on our behalf for the purposes of submission of Bid for and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

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

2. 'In this group we act as leader and, for the purposes of applying for Bid, represent the Joint Venture:
3. In the event of our JV being awarded the contract, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the

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

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

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Company Seal * Delete as applicable

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

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

POWER OF ATTORNEY*

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

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

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

Dated this the day of 2017.

(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

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

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

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

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

POWER OF ATTORNEY*

Whereas Dedicated Freight Corridor Corporation of India Limited has invited Bids for the work of "For Supply , Installation , Testing and commissioning of Electric Lifting Barriers along with Sliding booms and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway"

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

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

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

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

Dated this the Day of 2017

.....
(Signature)

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

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

PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

Sub : (i) _____(name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

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

Yours faithfully

For and on behalf of the Employer

Name of the Official:-

Stamp/Seal of the Employer

CERTIFICATE OF FITNESS

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

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

Signature or Left Hand
Thumb Impression of the
person Examined

Signature of Certifying Surgeon

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

PROFORMA OF 7 DAYS NOTICE
DFCCIL
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

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

FORM No. 17

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE
DFCCIL
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the
Employer

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

FORM No. 18
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
DFCCIL
(Without Prejudice)

No. _____ Dated _____

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

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

SAMPLE
ANTI-PROFITEERING DECLARATION TO WHOMSOEVER IT MAY CONCERN

TO WHOMSOEVER IT MAY CONCERN

I, resident of solemnly affirm and state as under:

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

Signature of the Authorised signatory/ person
Name and Designation of the Auth. Sign/person of the person
Name of the Organization and Seal

Bid Security Declaration

Tender No. :- MUM/N/S&T/LC 81 , dtd. 06.12.2021

Name of Work :- For Supply , Installation , Testing and commissioning of Two sets of Electric Lifting Barriers along with Sliding boom barriers and Video Surveillance System in connection with Road widening work at LC 81 (CH : 175/4-6) in Railway station of Virar – Surat Section of Mumbai Division of Western Railway

=====

I/We, M/s. (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security / Earnest Money Deposit in lieu of this Bid Security Declaration. I/we understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee / Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/we i.e., the bidder shall be banned from submission of bids in any works / Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

Signature with seal of Bidder

Note :- Bid Security Declaration on Bidder's letterhead should be submitted along with offer.



Dedicated Freight Corridor Corporation of India Ltd.

(A Government of India Enterprises)

5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi- 110001
Registered Office: 101 A, Rail Bhawan, New Delhi- 110001, Web: www.dfccil.org

No:- HQ/Law/SFBG/2013 (FMTS 201302187)

Dated 15.01.2014

All GGMs/GMs Corporate office

All CPMs WC/EC

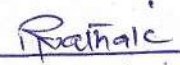
Subject:-Formats of Bank Guarantee

Enclosed please find herewith standard Pro forma of Bank Guarantees against (a) Mobilisation Advance (b) Performance Security and (c) Security Deposit.

The competent authority has approved these formats after vetting by Finance. These Formats will apply in Works /Projects other than JICA/World Bank Funded Projects.

You are hereby advised to follow the extant guideline/rule for obtaining bank guarantee.

This issue with the approval of the competent authority.


Manager/Law 15/01

Copy forwarded for information to

1 Secretary to MD

2 Secretaries to Director Finance/OPBD/PP/INFRA

Format of Bank Guarantee for Mobilization Advance Payment

Bank Guarantee No.:- -----

Dated: -----

To,

**Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi**

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

This bank guarantee made on this -----day of ----- (month) ----- (year) between (name of bank) carrying on its banking business under banking regulation act 1949 having registered office at-----

and one of its branches at ----- (hereinafter called the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called "the Employer") of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. -----for construction of -----(hereinafter called "the Contract")

To M/s -----having its registered office at -----(hereinafter called "the Contractor").

And Whereas vide Clause ----- of the General Condition of Contract, Mobilization Advance up to 10% (ten percent) of the original contract value of Rs. ----- (Rs in words) is payable to the contractor against Bank Guarantee, the contractor hereby applies for Mobilization Advance of 5% (five percent) amounting to Rs----- (Rs in words) of the contract price, as per Appendix to Tender.

And Whereas this Bank Guarantee is for Rs. ----- (Rs. in words) against the above mobilization Advance amount of Rs. ----- (Rs. in words).

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

We, the Bank, do hereby unconditionally and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the contractor to the extent of Rs. ----- (total guaranty amount in figure & words), without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the contractor on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. This guarantee is valid till -----.

At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.

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

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

No.

(continue from page 1, BG No., Dated)

We ----- (name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before -----.

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

Bank Seal

Signature of Bank Authorize Official with seal.

Name:.....

Designation:

Address:

Witness:

1. Name:.....

Designation:

Address:

2. Name:.....

Designation:

Address:

(Note:-If as per contract agreement interest is applicable on Mobilization Advance, the bank guarantee may be made including interest amount for said period.)

Ap.

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:-----

Dated:-----

To,

Dedicated Freight Corridor Corporation of India Limited
Metro Station Building Complex 5th Floor,
Pragati Maidan, New Delhi

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

This deed of Guaranty made this day of -----between ----- (name of Bank) having registered office at ----- and branch office at ----- (hereinafter referred to as "Bank") of the one part and

Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no. -----for construction of ----- (hereinafter called "the Contract")

To M/s -----its registered office at ----- (hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs ----- (Rs in words).

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

After the Contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (in words) only.

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

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

We ----- (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ----- (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

N.

(Continue from page 1, BG No., Dated)

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

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

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

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

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

We ----- (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. ----- (in words).
- ii) This Bank Guarantee shall be valid up to -----, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before -----.

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

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name: Designation:

Address:

N

(Guarantee-Bond offered by-Banks to DFCC in connection with the execution of Contracts) (SD)

GUARANTEE BOND FORMAT
(To be used by approved Schedule Banks)

1. In consideration of the Employer DFCCIL (hereinafter called "The Employer") having agreed to exempt _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of an Agreement no. dated _____ made between _____ and _____ for _____ (hereinafter called the "The said Agreement") of **security deposit** for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we, _____ (indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Contractor(s)/Supplier(s) shall have no claim against us for making such payment

4. We _____ (indicate the name of Bank)

Np.

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____

_____ the Employer/DFCCIL certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend this guarantee under the same condition for the required time at the cost of the Contractor.

6. We _____ (indicate the name of Bank) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time any of the powers exercisable by the DFCCIL against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).

8. We _____, (indicate the name of Bank) lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

Bank Seal
seal

Signature of Bank Authorize Official with

Name:

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name: Designation:

Address:

hp.

Tender document End