



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

under

MINISTRY OF RAILWAYS

COU NTRY : INDIA

**TENDER NOTICE NO: MGS/EN/TRACK-MAINT/1/16
(Single Packet System)**

NAME OF WORK

Maintenance of Track including miscellaneous permanent way work including transportation of PWay materials like Rail, Sleeper; fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section.

SINGLE PACKET OPEN TENDER.

**DOWNLOAD FROM :-
www.dfccil.gov.in**

Technical Bid document

1. After completing the tender documents , it should be sealed in an envelopes super scribed as (Bid) along with name of work and Tender no..

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
A GOVERNMENT OF INDIA ENTERPRISE

TENDER NOTICE NO. MGS/EN/TRACK-MAINT/1/16

Declaration

I/We have downloaded the tender document from the internet site www.dfccil.gov.in and I/We have not tampered/modified the document in any manner. In case, if the same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and full Bid Security deposit will be forfeited and in case the same is detected after awarding the work, the contract will be terminated.

I/We submitting a demand draft no. _____ dated _____
issued by _____ for Rs. 10,000 (Rs Ten Thousand only) towards the cost of tender document as per Tender Notice No.MGS/EN/TRACK-MAINT/1/16 in favour of "Dedicated Freight Corridor Corporation of India Ltd., New Delhi" in original form.

Signature of Tenderer (s)

Name : _____

Date : _____

Address _____

Phone/Mobile/No. _____

FAX No. _____

CHECK LIST

CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERER(S) BEFORE SUBMITTING THEIR TENDERS. THE TENDERER(S) SHALL ENSURE THAT THE FOLLOWING ARE COMPLIED BEFORE SEALING THE TENDER DOCUMENT		
Sr. No.	Description	Done or Not
1.	Rates have been quoted for All schedules on Basic Cost in terms of percentage in Rate sheet.	<input type="checkbox"/>
2.	Declaration regarding no relative being employed on DFCCIL at Annexure- V has been filled.	<input type="checkbox"/>
3.	Address for correspondence has been given at Section 2 Para 2.2, and Envelope has been addressed accordingly.	<input type="checkbox"/>
4.	Tenderer's General information filled up in Annexure –I with attached documents/proof page marked/indicated.	<input type="checkbox"/>
5.	All the Annexures from Annexure -I to Annexure -VII properly filled up and relevant documents attached and indicated in Annexures, where asked.	<input type="checkbox"/>
6.	Company seal should be put.	<input type="checkbox"/>
7.	The tender shall be accompanied with the following: -	<input type="checkbox"/>
1	Earnest Money Deposit as per NIT has been attached.	<input type="checkbox"/>
2	Attested copies & Certificate of documents towards fulfilling of Eligibility Criteria by the Tenderer(s) as per Tender Notice.	<input type="checkbox"/>
3	Partnership deed/ resolution as applicable has been attached.	<input type="checkbox"/>
4	Power of Attorney as applicable has been attached.	<input type="checkbox"/>
5	Any other relevant documents have been attached.	<input type="checkbox"/>
8.	The tender document shall be sealed in a cover properly. Any loose paper/ documents separately shall not be considered as part of tender offer.	<input type="checkbox"/>
9.	RATES TO BE QUOTED ON RATE SHEET ONLY.	<input type="checkbox"/>

Tender No.
MGS/EN/TRACK-MAINT/1/16

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**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
A GOVERNMENT OF INDIA ENTERPRISE**

TENDER NOTICENO. MGS/EN/TRACK-MAINT/1/16 TENDER FORMS

(FIRST SHEET)

Name of work: - Maintenance of Track including miscellaneous permanent way work including transportation of PWay materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section.

To,
.....
....., Acting through

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

I/We..... have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120 (One hundred twenty) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for DFCCIL, at the rates quoted in the attached schedule and hereby bind myself/our selves to complete the work in all respects within **24(twenty four) months** from the date of issue of letter of acceptance of the tender:

- (1) I/We also hereby agree to abide by the General Conditions of Contract corrected up to date of issue of Tender Notice and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL, in the annexed Special Conditions / Specifications corrected up to date of issue of Tender Notice for the present contract.
- (2) A sum of **Rs. 418550/-** is herewith forwarded as **Bid Security**. The full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender as accepted and if :-
 - (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the DFCCIL that such documents are ready, and
 - (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- (3) Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to modification , as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses.

1.
2.

**Signature of Tenderer
(s)**

Dt.

Address of the Tenderer(s)

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
A GOVERNMENT OF INDIA ENTERPRISE
TENDER FORMS (SECOND SHEET)

1. **Instructions to tenderers and conditions of tender : The following documents form part of Tender/Contract :-**

(a) Tender Forms – First sheet and Second Sheet. (b) Special Conditions/Specifications (enclosed). (c) Schedule of approximate quantities (enclosed). (d) General conditions of contract and Standard specifications for materials and

works as laid down in Indian Railways General condition of contract and East Central Railway"s Standard specification for material and works , as amended / corrected up to date of issue of Tender Notice, copies of which can be seen in the office of Chief Project Manager / DFCCIL / Mughalsarai or obtained from the office of the Divisional Railway Manager / East Central Railway / Mughalsarai or Office of the General Manager / East Central Railway / Hazipur on Payment as specified by East Central Railway.

(e) Unified Standard Schedule of Rates of East Central Railway as amended/corrected up to date, copies of which can be seen in the office of Chief Project Manager / DFCCIL / Mughalsarai. or obtained from the office of the Divisional Railway Manager / East Central Railway / Mughalsarai or Office of the General Manager / East Central Railway / Hazipur on Payment as specified by East Central Railway.

2. **The Tenderer(s) shall quote his/their rates as a percentage above or at par or below the**

schedule of rates as mentioned in Schedule A1,A2,A3 NS Items, Schedule B (ECR USSOR 2012 other items except mentioned in Schedule A) of Schedule of approximate Quantities enclosed with this tender document, except where he/they are required to quote item rates. Tenderer must quote their rate for all the items shown in the schedule of approximate quantities attached in the manner described above. The quantities in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the DFCCIL. The DFCCIL does not guarantee work under each item of the schedule.

3. **Tenders containing erasures and/or alterations of the Tender documents are liable to be rejected. Any correction made by Tenderer (s) in his/their entries must be attested by him/they.**

4. **The works are required to be completed within 24 (twenty four) Months from the date of issue of acceptance letter**

5. **Bid Security - (a) The tender must be accompanied by a sum of Rs 418550/- as Bid Security in the shape of a FDR (Fixed deposit receipt) / Demand Draft, failing which the tender will not be considered. Bid Security should be drawn in favour of – Dedicated Freight Corridor Corporation of India Ltd., New Delhi from SBI/Nationalized /Scheduled Bank of India in original form. The validity of FDR should not be less than 180 days.**

(a) The tenderer(s) shall keep the offer open for a minimum period of 120 (One hundred twenty) days from the date of opening of the Tender It is understood that the tender documents has been sold/permitted to tender is consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to

time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the DFCCIL. If the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation shall be forfeited by the DFCCIL.

(b) If the tender is accepted, the amount of Bid Security will be retained and adjusted as Security Deposit of the due and faithful fulfillment of the contract. This amount of security deposit shall be forfeited if the tenderer(s) contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

(c) The Bid Security of the unsuccessful tenderer(s) will save as herein before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.

6. Rights of the DFCCIL to deal with tender – 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 tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the DFCCIL to assign reasons for declining to consider or reject any particular tender or tenders.
7. If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender; the DFCCIL reserves the right to reject such tender at any stage.
8. If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his / their tender; the DFCCIL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender; the DFCCIL shall deem such tender as cancelled unless the firm retains its character
09. **Income Tax clearance certificate** – Contractors are not required to obtain Income Tax Clearance Certificate from the Income-tax Department and the contractors need not furnish such certificate while submitting tenders or obtaining commercial contracts
10. **Tenderer(s) Credentials :-** Documents testifying tenderer"s previous experience and financial status should be produced along with the tender or when desired by competent authority of the DFCCIL

Tenderer(s) who has/have not carried out any work so far on DFCCIL ,should submit along with his/their tender credentials establish.

- (i) His capacity to carry out the works satisfactorily.
- (ii) His financial status supported by bank reference and other documents.
- (iii) Certificates duly attested and testimonials regarding contracting

experience for the type of job for which tender is invited with list of works carried out in the past.

11. (1). The Technical Eligibility Criteria will be as under:

1.1 The tenderer (s) should have completed at least one similar single work for a minimum value of 35% of advertised tender value of work.

Note: (i) Similar nature of works physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

(ii) The total value of similar nature of work completed during the qualifying period, and not the payments received within qualifying period alone, should be considered.

(iii) In the case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria.

(iv) Similar Nature of works for this Tender will be –Any Permanent Way/Track works only.

1.2 Total contract amount received during the last three years (i.e. current year and three previous financial years) should be minimum of 150% of advertised tender value of work supported by (a) Authenticated payment record of Any Railway or any other Government Department or PSU"s . (b) Audited Financial Statement certified by Chartered Accountant.

1.3 Certificate from private individuals/firms for whom such works are executed/being executed shall not be considered.

(2) Financial Eligibility Criteria:

1.1 As a proof of sufficient financial capacity and organizational resources, contractor should have received the total payments against satisfactory execution of all completed/on going works of all types (not confined to only similar works) during the last three financial years and in the current financial year (Up to the date of opening of tender) of a value not less than 150% of the advertised cost of work including the cost of cement & steel.

1.2 All pages of the complete tender documents should be serial numbered and should be hard bound (Hardbound implies such binding between two covers through striching or otherwise whereby it may not be possible to replace any paper without disturbing the document.).

12. Tender Form can be downloaded from the official website of Dedicated Freight Corridor Corporation of India limited - www.dfccil.gov.in or it can be purchased on cash payment of Rs10,000 from following offices during all working day from 10.00 Hrs. to 16.30 Hrs. from **16.03.16 to 17.04.16 and upto 13.00 hrs on 18.04.16**

- (i) Office of The Chief Project Manager; DFCCIL, Mughalsarai, Swarna Complex, 2nd Floor; Susuwahi, Post- Susuwahi, District - Varanasi. Phone- 05422570122.

Tender form downloaded from the web site should be submitted alongwith the demand draft of Rs 10,000/- in favour "Dedicated Freight Corridor Corporation of India Ltd., New Delhi" from SBI/Nationalized /Scheduled Bank of India in original form otherwise the tender will be summarily rejected.

13. Tender must be submitted in a sealed cover with superscripted Tender No and must be sent by Registered post to the address of Office of the Chief Project Manager; Mughalsarai, Swarna Complex, 2nd Floor; Susuwahi, Post- Susuwahi, District-Varanasi so as to reach his office before 13.0 hours on the date prescribed or deposited in the special box allotted for the purpose in the Office of the Chief Project manager; Mughalsarai, Swarna Complex, 2nd , Susuwahi, Post- Susuwahi, District - Varanasi. This special box will be sealed at 13.00 hrs on 18.04.16. The tender will be opened at 15.00 hrs. on 18.4.16 in the Office of the Chief Project Manager; Mughalsarai, Swarna Complex, 2nd Floor; Susuwahi, Post- Susuwahi, District-Varanasi. The tender papers will not be sold after 11.00 hrs. of date 18.4 -2016.
14. DFCCIL will not be responsible for any delay/difficulties /inaccessibility of the down loading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from internet and the master copy available in the offices mentioned in (13) above, the latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.
15. Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.
16. Execution of Contract Document - The successful Tenderer(s) shall be required to execute an agreement with the MD/DFCCIL acting through the DFCCIL for carrying out the work according to General conditions of Contract, Special conditions /specifications annexed to the tender and specification for work and materials of East Central Railway as amended/corrected up to date of as mentioned in tender form (First Sheet).
17. Partnership deeds, power of attorney etc. The tenderer shall specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign

the tender documents on behalf of partnership firm. If there documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney, and charges after obtaining proper legal advice, the cost of which will be chargeable to the contractor

18. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage a power of attorney duly stamped and authenticated by Notary Public or by Magistrate in favour of the specific person whether he/they be partners the firm or any other person specifically authorizing him/them to submit the tender; sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No claim Certificate" and refer all or any disputes to arbitration.
19. (a) Employment/Partnership etc. of retired DFCCIL Employees :- (a) Should a tender be a retired Engineer of the Gazetted rank or any other Gazettee officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not in the DFCCIL owned and administered by the President of India of for the time being, or should a tenderer being partnership firm have as one of its partners a retired Gazetted Officer as one of its Directors or should a tenderer have in his employment any retired Gazetted Officer have in his employment any retired Gazetted officer as aforesaid, the full information as to the date of retirement of such Gazetted officer from the said service and in case where such officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be or to take the employment under the contractor; has been obtained by the tenderer or officer as the case may be from the President of India or any Officer; duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender Tenderer without the information above referred to or a statement to the effect that no such retired Gazetted Officer is so associated with tenderer; as the case may be, shall be rejected.
- (b) Should a tenderer or contractor being an individual on the list of approved contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his share holder(s) or a relative or the share holder(s) employed in the DFCCIL, the authority inviting tenders shall be informed of the fact at the time of submission of tender (in specified Performa enclosed as Annexure V of this tender document), failing which the tender may be rescinded in accordance with the provision of the General Conditions of Contract.

Chief Project Manager
Dedicated Freight Corridor Corporation of India Limited
Mughalsarai

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED A GOVERNMENT OF INDIA ENTERPRISE

TENDER NOTICE NO .MGS/EN/TRACK-MAINT./1/16

Name of work-Maintenance of Track including miscellaneous permanent way work including transportation of PWay materials like Rail, Sleeper fittings etc. other related works in connection with maintenance of new DFCCIL track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and ancillary works under CPM/MGS section.

S.NO	Description	Basic amount as per schedule of quantities	Percentage (%)above / below in figure/ at par	Percentage (%)above/ below in words/at par
1	Percentage above or below on the items of Annexure A1	8039698		
2	Percentage above or below on the items of Annexure A2	6167494		
3	Percentage above or below on the items of Annexure A3	6637131		
4	Percentage above or below on the items of Annexure B	82758		

- i) The approximate quantities of principal items of work to be executed and the amount of the schedule rates have been tabulated in Schedule of Quantities enclosed with this tender document.
- ii) The TENDERER should quote a flat percentage at par / above / below for the total amount of the above individual schedule (Schedule wise i.e. Schedule A1 to A3 & Schedule B separately Tenders where more than one flat percentage is quoted against any individual Schedule (i.e. Schedule A1, A2, A3 & Schedule B) will be summarily rejected.
- iii) The Tenderer should quote the percentage both in figures and words. Where there is difference between percentages, percentage quoted in words will prevail.

Schedule A-1

Sl. No.	Description of work	Quantity	unit	Rate	Amount
1	Supply of labour(skilled & unskilled) and other cosumables for SKV welding for 60 kg 90 UTS in running track.it includes filing grinding of the welded joints on top and gauge face as per AT welding manual.for welding. The work includes all related works to create gap by cutting,delinking,pulling single rail/rail panel(if required for welding of joints), levelling & aligning etc shall be done by contractor. After USFD test , all failed joint (if any) will have to be cut,removed and re welded by contractor at his own cost.	250	Each	1098.00	274500.00
2	Overhauling of Level Crossing (LC) gate after opening of road surface of LC gate to facilitate space to renew fitting of sleepers of LC gates and greasing of inserts of sleepers as per specifications of overhauling in IRPWM including 5m approach on both sides of the gate.	40	Each (one track)	5400.00	216000.00
3	Unloading and spreading of stone ballast in traffic block from any type of Railway wagons in running lines , clearing of ballast jam and closing of doors properly .During and after unloading of ballast all heap and infringements to traffic to be removed.During the block contractor should deploy watchmen to ensure safety of his men as well as traffic.After unloading 50% payment will be made & remaining 50% will be made after spreading of ballast in shoulder and crib as per direction of engineer in charge.	6000	cum.	42.00	252000.00
4	Destressing of LWR /CWR track in block period as per LWR manual (with latest correction slips) laid on PSC sleepers with density upto 1660 sleepers/KM including all labour, all equipments, rail cutting etc. (block period may be 2 Hrs to 4 hrs.)	112000	TM	14.40	1612800.00
5	Earthwork for repairing ,Making up cess ,repairing trolleys refuges and widening cess with Railway's earth.	400	cum.	780.00	312000.00
6	Dismantling of road surface, speed breaker including stone set/hexagonal block/bituminous surface and removing all debris /ballast muck etc upto bottom of rails and opening nuts and bolts by cutting and fitting of check rails with all fittings during tamping machine working , refixing stone sets ,hexagonal blocks, bituminous surface and track alignment etc.(all tracks at particular level crossing level is one set)	20	set	4140.00	82800.00
7	Fabrication and fixing of check rails ,guard rails level crossing/Bridge for 52 kg/60 kg railsas per instruction of engineer in charge after dismantling existing one including cutting of flange ,bending of check rail /guard rails ,cutting web with all leads and lifts	10	set	10800.00	108000.00
8	Dressing, boxing of ballast to proper profile as per IRPWM with weeding out cess, jungle,fixing of broken/fallen loose fittings etc.	112000	TM	10.80	1209600.00
9	Pretamping works as per IRPWM /IRTMM, including sqaring/spacing of sleepers,renewal of damaged/broken/unserviceable fittings, recoupmnt of ballast in tamping zone, opening of joggled fish plates, removing of wooden blocks, Check rail at LC.	112000	TM	13.80	1545600.00

10	Post tamping works including boxing and dressing /filling of ballast in shoulder and crib,, cleaning of cess upto 2m , recoupe missing fittings,refixing of joggle fish plates,check rails at LC and wooden.	120000	TM	9.00	1080000.00
11	Fixing of joggle fish plates in SKV welds with two no. of clapms and bolts.(Note-joggle fish plates will be supplied by DFCCIL)	200	Each pair	20.52	4104.00
12	Shifting of speed restriction boards(One set will comprise 3 no of boards. ie caution, speed and termination indicator) manually upto a lead of 1.5 km and suitable refixing above boards as per IRPWM.	20	SET	900.00	18000.00
13	Picking up slacks of track in running lines specified to clearance including lifting/lowering upto 75 mm of track on 60 kg sleeper on 60 kg rail with sleeper density as 1660 sleeper/km .	50000	TM	21.60	1080000.00
14	Lifting and packing of SEJ with all contractors labour, tools & plants including all leads & lifts complete as directed by Eingeener- In-Charge including 2m of either side of approach.	44	set	554.40	24393.60
15	changing 60 kg rail, releasing fittings and refixing after changing.	2000	RM	24.00	48000
16	Renewal of 60 kg PSC sleeper by PSC sleeper at site of work.	400	Each	87.75	35100
17	Drilling of holes of dia 26.5 mm to 32 mm in 52kg/60 kg rails as per specification and procedure laid down in IRPWM with contractor's labour , tools and plants for fish bolts outside the track.	300	Each	36.00	10800
18	Drilling of holes of dia 26.5 mm to 32 mm in 52kg/60 kg rails as per specification and procedure laid down in IRPWM with contractor's labour , tools and plants for fish bolts in the running track.	300	Each	54.00	16200
19	Cutting of (60 kg/52 kg) 90 UTS rails in vertical plane rail cutting machine/hackshaw out side the track with contractor's labour , tools and plants	400	Each	40.50	16200
20	Cutting of (60 kg/52 kg) 90 UTS rails in vertical plane rail cutting machine/hackshaw in running track with contractor's labour , tools and plants.	300	Each	72.00	21600
21	Renewal of ERC, GRSP GFN liners. Work include carting of new material from DFCCIL store to the site of work and released fitting from site of work to the nearest P.Way store(max lead upto 2km),greasing of ERC and eye of insert.Grease will be supplied by DFCCIL for this work.	4000	sleeper	18	72000

Total of Sch-A1 =	8039697.60
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Schedule A2						
Sl. No.	Description of work	Quantity	unit	Rate	Amount	Remark.
1	Slewing of track /Realinment of curve upto 500 mm to achieve specified alignment ,gauge level etc complete in all respect.Work include (1) One round of initial packing after slewing of track to make track fit for 20 KMPH.(2) collecting ,picking and spreading of ballast as per new alignment	25000	TM	31.39	784850.00	
2	Cleaning and Greasing of ERC MCI insert as per IRPWM including supply of greas of standard specification.. Grease of grade IS 408-1981 (Specification for Grease No. 'O' Graphite) to be supplied by the contractor to DFCCIL /store and then it will be issued to contractor, as per requirement. Note--Total quantity of supply of grease will be 4640 kg , and if it should be supplied in phased manner as per requirement but quantity should not be less than that required for 10000 sleepers.and part payment ,30 % of accepted rate will be released. Per sleeper requirement of grease will be 20 gm.	232000	Per Sleeper (ANY TYPE)	7.85	1820852	
3	Systematic track Maintenance (through packing) as per IRPWM, and other elements of track like clearing side drains,clearing waterways of bridges,packing of SEJ, attention to points and crossing and level crossing approaches(including max lift 75 mm at a time) to make good longitudinal level and alignment)	120000	TM	29.68	3561792	
Total of Sch A2=					6167494	

Schedule A3

Sl. No.	Description of work	Quantity	unit	Rate	Amount	remark
1	Providing team consisting of one Motor trolley man/head trolleyman plus 4 trolleyman with following criteria .Trolleyman should have A-3 medical standard with good physic.All the trolleyman will be provided a rest day @ once in week. Normal duty hours of trolleyman will be 8 AM to 6PM except in case of emergency.Eye sight of Trolleyman/Motor trolleyman should be 6/9 with or without glass and power of lenses should not exceed 2D. Candidates should not have diseases like Pulmonary,tuberculosis ,Venreal infection,Trachoma , leprosy,skin disease,Ozoena, epilepsy,Asthama Otorrhea.The age is not a deciding factor and the candidate should be fit for physical work.Min qualification of candidates should be 10 th pass.	24	months	31770.00	762480	
2	Providing 2 no gang/ party of 20 no. semi skilled P.way labours each ie (2x20x28=1120) manpower per month for executing different P.Way activites for 2 years . Deployment of the two P/way gangs/parties will be decided by DFCCIL. Following tools and plants are necessary with each gang/party:(to be provided by contractor at his own cost) -- 4 non infringing track jacks (10 t capacity ,mechanical), 5 rake ballast ,10 wire claws,10 crow bars,5 beaters,10 iron/bamboo baskets,1 gauge cum level, 4 shovels, 2 hack shaw frame for rail cutting,2 tommy bars,1 straight edge,10 blades for rail citting at any time,rail drilling machine/ratchet with 26.5 mm and 30 mm dia beat, 4 no banner flags, 4 green hand signal flags, 10 red hand signal flags,2 phowrah, one rammer, 6 spanners for fish bolts, 4 spanners for strecher bar bolts,1 rail cutting machine with adequate no of blades.	26880	man days	203.00	5456640	
3	Supply of black smith	672	per man per day	238.00	159936	
4	Supply of helper for black smith	1344	per man per day	192.02	258074.88	
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Total of schedule A3					6637130.88	

Schedule B

S.NO	USSOR ITEM NO	Description of work	Quantity	unit	Rate	Amount	Remark
1	021160	Leading miscellaneous materials such as iron work, rail, pipes, wooden logs, stones over pitching stone size, RCC/PCC beams/slabs etc. and all similar articles (each individual article or bundle being more than 3.5m long in the longest direction) including picking up and stacking, lead upto 50m.	100	MT	117.33	11733.01	
2	021161	Additional lead for every subsequent 50m or part thereof, over 50m and upto 500m over item no. 021160	100	MT	36.15	3614.59	
3	021170	Leading miscellaneous materials such as iron work, rails, pipes, wooden logs, stones over pitching stone size, RCC/PCC beams/slabs etc. and all similar articles (each individual article or bundle being more than 3.5m long in the longest direction) by truck, trailor etc. including all loading, unloading and stacking, lead over 500m and upto 10 km. Note : Lead under this item is payable when the same exceeds 500m.	150	MT	171.47	25720.66	
4	021171	Additional lead for every subsequent km or part thereof, over 10 km and upto 100 km over item no. 021170	800	MT/Km	8.40	6723.69	
5	021550	Hiring of Road Crane of 25 MT capacity including necessary fuel, oil and operator etc. complete as directed by engineer in-charge. The contractor shall be responsible for arranging all types of permits required for movement of the Crane. Payment shall be made for actual working hours at site.	10	Hour	1573.64	15736.44	
6	021510	Hiring of JCB Machine (in good working condition) for leveling and dressing ground / dismantling structures including disposal of debris through dumpers etc. with contractor's labour, JCB machine, machine operator, fuel etc. The contractor shall arrange road permit for vehicle for all the States of operation, as per instructions of engineer in-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site.	30	Hour	640.97	19229.21	

TOTAL OF
SCHEDULE
B=

82757.60

General Conditions of Contract (GCC)

**As per Indian Railways General Conditions of
Contract, September-2011 with up to date
correction slips / amendments**

SPECIAL CONDITION OF CONTRACT

1. DEFINITIONS

Unless excluded by or repugnant to the context:

- a) The expression employer /DFCCIL as used in the tender papers shall mean the Dedicated Freight corridor Corporation of India Ltd.
- b) The expression Corporation as used in the tender paper means Dedicated Freight corridor Corporation of India Ltd.
- c) The expression –Department as used in the tender papers shall mean Dedicated Freight corridor Corporation of India Ltd.
- d) Drawing shall be mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved in writing by the Engineer In Charge.
- e) Engineer/ –Engineer-in-charge of the work shall mean the „Representative“appointed by DFCCIL.
- f) The –Site shall mean the lands and / or other places on under in or through which the work is to be executed under the contract including any other lands or place used for the purpose of contract.
- g) The –Contract shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender; the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- h) The –Contractor/ consultant shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- i) The –Contract sum / –Contract price shall mean the sum for which the tender is accepted.
 - j) The –Contract time means period specified in the tender document for entire execution of contracted works from the date of notification of award including monsoon period.
- k) A –Day shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- l) A –monthll shall mean a calendar month.
- m) A –weekll shall mean seven consecutive days without regard to the number of hours worked in any day in that week.
- n) –Excepted Risksll are risks due to riots (other wise than among contractor"s employees)

and civil commotion (in so far as both these are un-insurable) was (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution,

insurrection, military or usurped power; any acts of God, such as earthquake, lightning and unprecedented floods over which the contractor has no control.

- o) –Temporary works shall mean all temporary works of every kind required in or about the execution completion or maintenance of the works.
- p) –Urgent works shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working thereon.
- q) Where the context so requires, word importing the singular number only also include the plural number and vice-versa.

2. GENERAL –

2.1 These special conditions of contract, special specification etc., the schedules of quantities, Indian Railways General Condition of Contract (GCC), Unified Standard Schedule of Rate (USSOR 2012) of ECR and Standard Specification for works and material of ECR and relevant drawings with such amendment which may be published from time to time during the period shall constitute contract documents and the contractors shall satisfy himself in every respects as to the condition and meaning of those contract documents and to the extent and quantity required to be executed as to claim what-so-ever arising through the mis-understanding of the intention of the meaning of any of the terms of expression in these contract documents shall be entertained after the submission of tender.

2.2 The work shall be executed in conformity with the tender documents such as the Indian Railway General condition of contract and standard specifications of East Central Railway with up to date correction slip and their documents as per tender form together with such amendments may be published from time to time and in connection with the special condition and special specification attached.

3.0 ITEMS COVERED BY USSOR2012 OF ECR

3.1 The tenderer should indicate percentage above or below against Schedule B-I to B-VI and C-I to C-II of the schedule of quantities, the total value of which has been indicated in Schedule B-I to B-VI and C-I to C-II.

3.2 For all such works executed and paid based on USSOR,2012 of ECR as given in Schedule B, the rates quoted by the tenderers shall be inclusive of all cost of the materials and labour unless otherwise specified.

4.0 ITEM NOT COVERED BY USSOR 2012 of ECR (Schedule A1,A2,A3).

The rate quoted by the tenderer shall be inclusive of all cost of materials and labor unless otherwise specified.

5.0 If there is any delay on the part of the DFCCIL in supplying those materials which the DFCCIL has undertaken to supply the above and if as a result there of the

completion of the work is delayed, the DFCCIL will consider granting of suitable extension for such loss of time. The DFCCIL, however not entertain any claim from the contractor in regards to any loss suffered by him on account of his labour etc. sitting idle or any other account as a result of delay in supplying materials

6.0 The contractor shall at his own cost build suitable damp proof godowns for stacking cement at the site of work.

7.0 It should also be ensured that only approved material shall be used in the work. Rejected material should be removed from the site at the earliest so as to avoid any confusion. Final measurement of all buried works should be recorded before they are covered.

8.0 Successful tenderers will be allowed to use local available size of bricks, but the quality of bricks should be approved by Engineer or his representative and shall be as per GCC and standard specification but, payment will be made as per dimensions in approved plan or otherwise, approved by competent authority. Consumption of cement will be calculated as per actual measurement.

9.0 **VITIATION OF CONTRACT**

The Contract shall not be vitiated by any inadvertent error of any kind in the surveys, information, specification, drawing or schedule of quantities.

However;

during execution of work if variation of quantities against of work inevitable and such variation causes vitiating of the contract, the amount of vitiating will be deducted from the contractor's bill without any reference.

10.0 **Measurement and Payment.**

10.1 Payment will be made for entire work executed strictly as per standard and as finally measured.

11.0 Contractor's liability during maintenance period. On the completion of the work to the satisfaction of the DFCCIL it will be taken over. From the date of taking

over; the contractor shall be responsible for the maintenance of the work for further period of six months. During the maintenance period of Six months contractor shall take immediate action to remedy and rectify the hidden defects, workmanship which may become apparent and which may be called for; to rectify by DFCCIL's notice, in written, should be rectified by the contractor. If contractor fails to make adequate arrangement to rectify the defects within seven days from the receipt of such notice, the DFCCIL may, further notice, make his own arrangement for rectification of such defects and the cost of such rectification shall be recovered from the security deposit of the contractor retained by the DFCCIL and from any other money dues to the contractor under this or any other contract.

would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender

(B) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(C) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor; with prior finance concurrence and approval of Group General Manager / General Manager / Chief Project Manager

(III) In cases where decrease is involved during execution of contract:

(a) The contract signing authority (not less than GGM/GM/CPM) can decrease the items upto 50 % of individual item without finance concurrence.

(b) For decrease beyond 50% for individual items with approval contract signing authority (not less than GGM/GM/CPM) of 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.

(IV) 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.

15.0 (A) The tenderer shall be required to deposit Bid Security of Rs 418550/- in the form of FDR / Demand Draft.

(B) Unless otherwise specified in the special conditions , if any, the security deposit /rate of recovery /mode of recovery shall be as under :

(i) The Security deposit shall be 5% of the contract value.

(ii) The rate of recovery shall be @10% of the bill amount till the full security deposit is recovered.

(iii) Security deposits will be recovered from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, . shall be accepted towards Security Deposit.

(C) Performance Guarantee (PG):- The procedure for Performance Guarantee is outlined below :-

(i) The successful Contractor shall have to submit a Performance Guarantee (PG) in form of Bank Guarantee amounting to 5% of the contract value within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and upto 60 (sixty) days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However; a penal interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days i.e. from 31st day after the date of issue of LOA.

In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting Bid Security Deposited and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. The performance guarantee shall be submitted in the format provided in Annexure-III.

- (ii) The Performance Guarantee shall be submitted by the successful Contractor after the Letter Of Acceptance (LOA) has been issued, but before signing of the Contract Agreement. This PG. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG. extended to cover such extended time for completion of work plus 60 days.
- (iii) 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.
- (iv) The Performance Guarantee (PG) shall be released after physical completion of the work based on the „Completion Certificate“ issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance of Six Month from the date taking over the work and after passing the final bill based on “ No Claim Certificate“ from the contractor.
- (v) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encased. 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.
- (vi) The DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provision in the Contract Agreement) in the event of :
 - (a) 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.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of

notice to this effect by Engineer

- (c) 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.

16.0 Date of completion of the work

Works are required to be completed within a period of 24 (twenty four) months from the date of issue of letter of acceptance of the tender

17.0 Witness of measurement and signing of bills :-

The final measurement of works will be recorded within 21 (Twenty one) days from the date of completion and the contractor should also be available during the period for signing the bills.

18.0 Maintenance Period of the work. (Defect Liability period)

The Maintenance period shall be Six Month from the date of taking over of the work from the contractor

19.0 Code/Standards/Manual for the work

(I) Introduction

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

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

(II) Relevant Standards

All items of works shall be governed by the latest versions of the following Codes, Specifications as revised/corrected/amended (with latest correction slip) up to the time as specified above. In case of any contradiction in various codal provisions, the order of precedence shall be as follows:

- a) Specific provisions in the Special Condition of Contract
- b) IRS Codal provisions
- c) IRC Codal Provisions
- d) IS Codal Provisions
- e) Provisions in other International Codes

(III) Indicative List of Code / Standards / Manual are scheduled as below:

(A) Indian Railway Standard Codes and Specifications (IRS)

- (1) Indian Railway Brides Rules, specifying the loads for Design of Superstructure and Substructure of Bridges (with up to date correction slip) and Chapter - VII for the rule for the opening of Railway adopted in 1941 - Revised - August 1982
- (2) Loading Standards as given in Design Criteria (in the Employer"s Requirements - Design of the Bid Documents)
- (3) Indian Railway Schedule of Dimensions for Broad Gauge
- (4) Standard Schedule of Dimensions for Eastern Dedicated Freight Corridor for Indian Railways.
- (5) Indian Railway Code for Practice of Plain/Reinforced and Pre-stressed concrete for general/bridge construction (Concrete Bridge Code- 1997) with correction slips up-to-date
- (6) Indian Railway - Engineering Code
- (7) RDSO" No. RDSO/CBS/Bearing dated 22-06-2011 - Guidelines for design of Spherical and Cylindrical bearings
- (8) Indian Railway Bridge Manual 1998 with correction slip up-to-date
- (9) Indian Railways Permanent Way Manual
- (10) Indian Railways Works Manual, USFD manual and Indian Railway Track Machine Manual
- (11) IRS Standard Code of Practice for design of Sub-structure & Foundation
- (12) IRS: Manual on the design and construction of well and pile foundation
- (13) Guidelines for Earthwork in Railway Projects: Guideline No. GE: G-1, July, 2003. (14) Guidelines on Erosion Control and drainage of Railway Formation - Guideline No.GE: G-4
- (15) Report No. RDSO/2007/GE: 0011: Guidelines for blanket layer provision on track formation with emphasis on heavy axle load train operation
- (16) RDSO Specification No. GE: IRS-2 (Final): Specification for mechanically produced blanketing material for railway formation including guidelines for laying
- (17) Guidelines and Specifications for Design of Formation for Heavy Axle Load - Report No. RDSO / 2007 / GE : 14
- (18) Report No. GE: R-50: Transitional System on approaches of bridges issued by RDSO.
- (19) IIT/Kanpur- RDSO guidelines on Seismic Design of Railway Bridges.
- (20) East Central Railway Standard Specification for works and material.
- (B) Indian Road Congress (IRC) Codes and Specifications

- (1) IRC: 6 Standard Specifications and Codes of Practice for Road Bridges – Section – II – Loads and Stresses – Seismic provisions of this standard are to be adopted for the bridge design
 - (2) IRC: 83 (Part – III) - Standard Specifications and Codes of Practice for Road Bridges – Section – IX – Bearings Part –III, Pot, POT cum PTFE Pin and Metallic Guide Bearings
 - (3) IRC-87: Design and erection of false work for road bridges
 - (4) Specifications for Road and Bridge Works issued by Ministry of Road Transport & Highways. (MORTH)
 - (5) SP 6, 7, 16, 21, 22, 23, 24, 34, 36, 52, 60, 70.
- (C) Indian Standard Specifications
- (1) IS: 875 (all 5 parts) – Design loads (other than earthquakes) for buildings and structures.
 - (2) IS: 456 Plain and reinforced concrete
 - (3) IS: 269 Indian Standard Specifications for Ordinary & Low Heat Portland Cement
 - (4) IS: 8112 43 Grade OPC
 - (5) IS: 383 Coarse and fine aggregate from natural sources for concrete
 - (6) IS: 2386 (all 8 parts) – Tests for aggregates for concrete
 - (7) IS: 3025 (all 49 parts) – Methods of sampling and test for water and waste water
 - (8) IS: 3085 Method of test for permeability of cement mortar and concrete
 - (9) IS: 1199 Indian Standard Specifications for Method of Sampling and analysis of concrete
 - (10) IS: 7320 Concrete slump test apparatus
 - (11) IS: 5515 Compaction factor apparatus
 - (12) IS: 1791 Batch type concrete mixers
 - (13) IS: 4634 Methods of testing performance of batch type concrete mixers
 - (14) IS: 2722 Indian Standard Specifications for Portable Swing Weight batches for concrete (Single and Double Bucket type)
 - (15) IS: 6925 Methods of test for determination of water soluble chlorides in concrete admixtures
 - (16) IS: 9103 Admixtures for concrete
 - (17) IS: 516 Method of test for strength of concrete
 - (18) IS: 4031 (all 15 parts) – Physical tests for hydraulic cement
 - (19) IS: 5513 Vicat apparatus
 - (20) IS: 10080 Vibration machine for casting standard cement mortar cubes
 - (21) IS: 10262 Concrete mix design
 - (22) IS: 4926 Indian Standard Specifications for Ready Mixed Concrete

- (23) IS: 1892 Subsurface investigations**
- (24) IS: 2720 (all 41 parts) – method of tests for soil**
- (25) IS: 2132 Thin walled tube sampling of soils**
- (26) IS: 2131 Standard penetration test for soils**
- (27) IS: 1893-2002 Criteria for Earthquake Resistance Design of Structures**
- (28) IS: 4326 Earthquake Resistance Design and Construction of Building – Code of Practice**
- (29) IS: 13920 Ductile detailing of reinforced concrete structures subjected to seismic forces**
- (30) IS: : 875 (Part 3) – 1987 – Code of Practice for Design Loads (Other than Earthquakes) for Buildings and Structures – Wind Loads (Second Revision)**
- (31) IS: 1786-1985-High Strength Deformed Steel Bars & Wires for Concrete Reinforcement (Third Revision)**
- (32) IS: 432 (Part-I & Part-II) – 1982 – Mild Steel, Medium Tensile Steel Bars and Hard Drawn**
- (33) IS: 280 Mild steel wire for general purposes**
- (34) IS: 2502 Code of practice for bending and fixing of Bars for concrete reinforcement**
- (35) IS: 1343 Prestressed concrete**
- (36) IS: 14268 Prestressing Strands**
- (37) IS: 4082 Recommendations of stacking and storage of construction materials at site**
- (38) IS: 800 General construction in steel**
- (39) IS: 2062 (2006) -- Hot Rolled Low Medium and High Tensile Structural Steel**
- (40) IS: 1261 – 1959 – Seam Welding in Mild Steel (Reaffirmed 1998)**
- (41) IS: 1367 – Technical Supply conditions for Threaded steel fasteners**
- (42) IS: 816 Metal arc welding for general construction in mild steel**
- (43) IS: 8629 (Parts I to III) – 1977 – Protection of Iron and Steel Structures from Atmospheric Corrosion (Reaffirmed 2002)**
- (44) IS: 3757 – 1985 – High Strength Bolts**
- (45) IS: 6623 – 1985 - High Strength Nuts.**
- (46) IS: 6911 – Stainless Steel**
- (47) IS: 1363 (all 3 parts) – Hexagon head bolts, screws and nuts of product grade C**
- (48) IS: 6639 Hexagonal bolts for steel structures.**
- (49) IS: 102 Ready mixed paints, brushing, red lead, non-settling priming**
- (50) IS: 123 Ready mixed paints, brushing, finishing, semi-gloss, for general purposes to Indian Colours etc.**
- (51) IS: 104 Ready mixed paint, brushing, zinc chrome, priming (52)
IS: 2074 Ready mixed paint, air drying, red oxide-zinc chrome**
- (53) IS: 34 White lead for paints**
- (54) IS: 2339 Aluminum paints for general purposes, in dual container**
- (55) IS: 2751 Code of Practice for Welding of Mild Steel Bars used for reinforced concrete**

construction

- (56) IS: 3400 (all 22 parts) – Methods of tests for vulcanized rubbers
 - (57) SP 70: 2001 Handbook on construction safety practices.
 - (58) IS: 3764 Safety code for excavation work
 - (59) IS: 4081 Safety code for blasting and related drilling operations
 - (60) IS: 7293 Safety code for working with construction machinery
 - (61) IS: 7205-1974-Safety Code for erection of Structural Steel Work (Fifth Reprint July (2001)
 - (62) SP 22 (S&T): 1992 Explanatory Hand Book on codes for Earth Quake Engineering
 - (63) IS: 3696:1987 (Part – I & Part-II) Safety code for scaffolds and Ladders
 - (64) IS: 3016:1965 Code of practice for Fire precaution in welding and cutting operations
 - (65) IS: 14881:2001 Method for Blast Vibration Monitoring – Guidelines
 - (66) IS: 1852 Rolling and cutting tolerances for hot rolled steel products
 - (67) IS: 817 Training and testing of metal arc welders
 - (68) IS: 1270 Metric steel tape measure
 - (69) IS: 1200 (all relevant parts) – Method of measurement of building and civil Engineering works
 - (70) IS: 786 Conversion factors and conversion tables
 - (71) IS: 8500-1991 Structural steel – Micro alloyed (Medium and high strength qualities – specification (first Revision)
 - (72) IS: 9595-1996 Metal Arc welding of Carbon and Carbon Manganese Steels – Recommendations (First Revision)
 - (73) IS: 1148-1982 Specification for hot rolled rivet bars (upto 40mm dia) for structural purposes (third revisions)
 - (74) IS: 1149-1982 High tensile steel rivet bars for structural purposes (third revision)
 - (75) IS: 1030 Grade 280-520W - Cast Steel
 - (76) IS: 75 Linseed oil, raw and refined
 - (77) IS: 77 Linseed oil, boiled for paints
 - (78) IS: 487 Brush, paint and varnish (92) IS: 1915 Steel bridge code
 - (79) IS: 6586 Metal spraying for protection of iron steel
 - (80) IS: 5666 Etch primer
 - (81) IS: 887 Animal tallow
 - (82) IS: 816 Metal arc welding for general construction in mild steel
 - (83) IS: 1785 Part 1 High Tensile Steel Wire
 - (84) IS: 1498-1970 Classification and identification of soils for general engineering purposes
 - (85) IS: 1725-1982 Specification for soil based blocks used in general building construction
 - (86) IS: 1888-1982 Method of Load Test on Soils
 - (87) IS: 1904-1986 Code of practice for design and construction of foundations in soils: General Requirements
 - (88) IS: 2809-1972 Glossary of Terms and Symbols Relating to Soil Engineering
 - (89) IS: 2810-1979 Glossary of terms relating to soil dynamics
- (D) Other International Codes
- (1) EN 1992 – 1:2004 (Eurocode 2 – Design of Concrete Structures, Part – 1 – General Rules and Rules for Buildings)
 - (2) EN 1337-7 (March 2004) – Structural bearings – Part 7 : Spherical and Cylindrical PTFE bearings

- (E) **UIC Codes**
- (1) **UIC 774 - 3R -Track Bridge interaction Recommendation for calculation (for due to LWR)**
- (2) **UIC 772R: Bearings of rail bridges**
- (3) **UIC 774-3R: Track/Bridge interaction**
- (F) **BS Codes**
- (1) **BS-3784: Grade "A" Specifications for Polytetrafluoroethylene**
- (2) **BS-5350: Standard Method of test of adhesives, Part C9, Floating roller peel test**
- (3) **BS-5400: Part - 1 General Statement**
- (4) **BS-5400: Part - 2 Specifications for loads**
- (5) **BS-5400: Part 6 Steel, Concrete and Composite Bridges-Specifications for Materials and Workmanship-Steel**
- (6) **BS-5400: Part- 9 Bridge Bearings**

The above list is indicative and only for the guidance of the Contractor

The list given above is by no means exhaustive. All IS, IRC and IRS Codes pertaining to the work shall be applicable.

Copy of the any above standard shall be made available by the contractor to the DFCCIL whenever asked by the DFCCIL.

21 --SPECIAL CONDITIONS OF CONTRACT FOR TRACK WORKS

1. The contract shall be governed by the East Central Railway's GCC, Indian Railway Code for Engineering Department, Indian Railway Permanent Way Manual, Indian Railway Track Machine Manual , USFD Manual, DFCCIL'S SSOD (Eastern corridor) and the standard specification of track material and works. In case of contradictions ,the clauses under track special conditions and specifications shall prevail.
2. The tenderer in their own interest should visit the site of work with the conerned Executives/APM of DFCCIL or with their authorized representatives after fixing an appointment with them in advance and as certain the nature and quantum of work , site condition, availability of approach roads, availability of labour, water, electricity,land for labour camps etc.
3. The contractor shall not start any work on the track under traffic condition without the presence of DFCCIL's supervisor at site .in case the contractor or his representative starts any work ,it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action under the Indian Railway Act.
4. In case any train is detained at approach of work site or at a station on account of its passage being considered unsafe by DFCCIL supervisor due to bad workmanship of the contractor or the track parameter being unsatisfactory for safe passage of trains ,or due to the contractor leaving the work site unfinished or due to work being delayed by the contractor . The DFCCIL shall be entitled to recover detention charges from contractor's bill or security deposit or any other dues etc. At the rate of Rs. 5000/- per hour or part thereof for each train so detained. Detention of train as determined by DFCCIL shall be final and binding upon the contractor.
5. Not withstanding the provisions of clause 62 of GCC, the DFCCIL reserves the right to terminate the contract with immediate effect if the contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.
6. In case any accident occurs at the work site ,the findings of enquiry committee set up the Railway/DFCCIL to investigate the cause of accident shall be final and binding on the contractor . If contractor is held responsible for the accident , the contractor is liable to be terminated forthwith not with standing the provisions of GCC.
7. Irrespective of invoking provisions of clause 6 above mentioned or otherwise ,penalty up to an upper limit of 10% of the total cost of work may be imposed in case accident occurs due to contractor's negligence as decided by the DFCCIL, whose decision shall be final and binding on the contractor.the contractor is also liable for prosecution if loss of life is involved.
8. Traffic blocks required to carry out certain track works will be arranged by the DFCCIL. Actual availability of block vis-a vis those planned. The wastage of labour , if any , occuring on account of non availability of block would not be paid for. No claims of such account shall be considered.

9. The contractor shall proceed for the work in systematic manner so as to ensure that the stretch of track under speed restrictions and its duration are the minimum. The decision of the engineer in this regard shall be final and binding.
10. On deep screening sites the contractor may be required to handle additional ballast which might have been put in during the intervening period . Nothing extra will be paid for handling the additional ballast in al such cases.
11. The work shall be carried out that there is no infringement to DFCCIL'S Standard Schedule Of Dimensions.
12. The DFCCIL shall arrange for protection of track (s) by their staff .in addition the contractor may arrange for lookout man to warn his workers. No compensation will be paid by DFCCIL in case of injury or death to contractor's worker and the contractor indemnify the DFCCIL of any responsibility in this regard.the contractor may obtain group insurance in respect of his work.
13. At each work site ,the contractor shall employ and post one technical supervisor who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor so employed shall be advised to Engineer. If in the opinion of the Engineer this supervisor is not fit to be the in charge of work , he shall be forthwith replaced, in this matter ,decision of the Engineer shall be final and binding on the contractor.
14. The contractor's technical supervisor shall be present at work site ,at all the times, when the work being execute. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
15. The contractor shall arrange for the safe custody of the DFCCIL/Railway's material supplied/hired to him. In case of loss of DFCCIL material the DFCCIL will recover the cost as per extant rules.
16. Site order books ,progress register and material issue register shall be maintained at site and the entries will be recorded on day to day basis in the registers and signed jointly by DFCCIL supervisors and by contractor or his authorized representatives .All details of stretches under various stage of work for different stages of packing, imposition and removal of speed restriction , measurement of track parameters ,account of released material etc shall be recorded therein.
17. For execution of works the contractor has to arrange his own tools, plants and equipments, unless otherwise stated in the schedule. DFCCIL shall provided equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases , hire charge as per extant rules for the tools and plants and equipment supplied by the DFCCIL to the contractor will be recovered from the bills/security deposit/or any other dues.
18. In case of loading ,unloading from railway wagons all commercial formalities shall be observed. All demurrage /wharfage charges occurring due to neglect of contractor will be recovered from his bills.
19. The contractor may be required to suspend deep screening work during adverse conditions ,such as rains and no compensation will be payable.
20. Portable ballast cleaners/inclined screens shall be used for screening the ballast at deep screening sites. Use of wire baskets is not permissible for screening ballast. The contractor shall make his own arrangements for Portable ballast cleaners/inclined screens . Where feasible these may be supplied by DFCCIL .
21. No ballast shall be wasted on the slopes of banks or in cuttings.
22. Provision of temporary speed restriction boards and their lighting etc shall be arranged by the DFCCIL.
23. Rail, sleeper,and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use.(concrete sleepers shall preferably be handled by mechanical equipment)
24. NON COMPLIANCE WITH THE INSTRUCTION/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE

A-

The contractor shall always comply with the instruction/directives issued by the Engineer ' Representative from time to time . In the event of non compliance with such instructions/directives , apart from and in addition to other remedies available to the DFCCIL /Railway as specified herein above the Engineer' representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the site and unhampered movement of Railway/DFCCIL traffic. The decision of engineer's representative in regard to the need , appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the DFCCIL/Railway shall be intimated in writing by the engineer's representative to the contractor soon after such deployment.

B-

When the required staff workers with necessary equipment are deployed in the above manner , recovery at the following rates shall be made from the contractor's dues under this contract or any other contract. The recovery of total numbers of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs. 30/- (Rs thirty) only per hour. The aggregate period of the man hours for purpose of above recoveries shall be reckoned from the time

DFCCIL/Railway staff workers actually deployed at the work site till the work is completed to the satisfaction of the engineer's representative whose decision in this regard shall be final , conclusive and binding on the contractor . Recoveries for the deployment of the tools, plant and equipment shall be made at the rate twice the hire charges as per extant rules.

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

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

B-

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

C-

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

- 26. When material are being moved on track under para 1120 of IRPWM by material trolley /dip lorry , movement shall be permitted strictly under the control and supervision of DFCCIL representative , holding a competency certificate for working lorries/dip lorry under para 1120 (4) of IRPWM without block protection , unloading/loading of material trolley /lorry to permit movement of trains may become necessary. Such incidental loading (s)/unloading (s) shall not not entail measurement of payment.
- 27. In course of execution of any of the works specified in the schedule , if any damage occurs to the rails , sleepers , points and crossing or other permanent way materials, tendering them unsuitable or use cost of materials damaged shall be recovered by railway from the contractor as per extent rules.
- 28. All tools,plants equipments and other materials to be used by the contractor shall be of approved type only.

(29) Deduction of Taxes at sources as pe rprovisions of the respective states.

In compliance with the prevailing law the DFCCIL shall deduct VAT from each running bill and deposit the same in treasury of respective Government and any adjustment of document of deduction to be made in final bill. The % of deduction will vary as per directives of state govt.

(30) Disaster Management Clause of Contract:-

- 1 The tenderer/contractors are to furnish list of vehicle and equipments Performa given below for making available to the DFCCIL /Railway in case of accidents/natural calamities involving human lives.**

	Name of equipment	Location where generally parked	Contact person (name and place and telephone no.)	Name of vehicles	Location where generally parked	Contact person (name and place and telephone no.)

31 Price

escalation. :-(A)

General

- (I) The rates quoted by the tenderer and accepted by Railway Administration shall hold good till the completion of the work and no additional individual claim will be admissible on account of fluctuation in market rates, increase in taxes/any other levies/- tolls etc. except that payment/recovery for overall market situation shall be made as per price variation clause given in Para below.
- (II) No cognizance will be given for any sort of fluctuations in taxes and other market conditions etc. for any individual item for the purpose of making adjustment in payments The contract shall, however, be governed by the general price valuation clause.

- (BI) The price variation should be based on the average price index of the 3 months of the quarter instead of the price index of the first month of the quarter under consideration.

(B) Applicability of Price Variation Clause

- (I) The applicability of this Clause to this tender is subject to the relevant provision of this document and fulfilling following conditions.
- (AI) This Price Variation Clause shall be applicable only to contracts more than Rs. 0.5 Crore in value, the value being the value of actual work to be executed by the contractor, i.e. excluding the cost of materials supplied free of cost by the Railway, on the basis of tendered quantities. If this value is less than Rs. 0.5 Crore the Price Variation Clause shall not be applicable, even though this clause may be printed in the tender documents and where the value of work executed by contractor becomes more than 0.5 Crore (as a result of subsequent variation, (NS Item etc), the original value having been less than Rs. 0.5 Crore, this clause will not be applicable.
- (BI) The Price Variation clause will be applicable to all extensions of time granted to the date of completion except extension granted under clause 17-B (Extension of time for delay due to contractor) of Indian Railway General Condition of Contract. Price variation is not applicable for any new NS item that may be included subsequent to finalization of contract.

- (IV) If in any case, the accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway at fixed rate, such payments should be excluded from the gross value of the work for purpose of payment/recovery of variation.

(C) Method of calculation of adjustment

The amount of adjustment i.e. total decrease / increase in total payable amount shall be calculated by the following formula for each component of input i.e. Labour, Material, Fuel, Explosive, detonator. There shall be a fixed component also on which no adjustment shall be made.

(I) METHOD OF CALCULATION:

For Items Other than Supply of Steel & Cement

(a)
$$L = \frac{R \times (I - I_0)}{\dots \times I_0}$$

(b)
$$M = \frac{R \times (W - W_0)}{W_0} \times \frac{P}{100}$$

(c)
$$U = \frac{R \times (F - F_0)}{F_0} \times \frac{Q}{100}$$

(d)
$$X = \frac{R \times (E - E_0)}{E_0} \times \frac{Z}{100}$$

(e)
$$N = \frac{R \times (D - D_0)}{D_0} \times \frac{S}{100} \times \frac{T}{100}$$

M = Amount of price variation in materials.

U = Amount of price variation in fuel.

X = Amount of price variation in explosives.

N = Amount of price variation in detonators.

R = Gross value of the work done by the contractor as per on- account Bills excluding costs of materials supplied by Railways free or at a fixed price or supply of steel and cement by contractor, which is paid under Schedule „C“. This will also exclude specific, payment, if any, to be made to the consultants engaged by the contractors (Such payment will be indicated in the contractor’s offer).

I₀ = Consumer Price Index Number for Industrial Workers All India – published in RBI Bulletin for the base period.

I = Average Consumer Price Index number for industrial workers All India- Published in RBI Bulletin for the 3 months of the quarter under consideration.

W₀ = Index Number of Wholesale Prices – By groups and subgroups- All commodities as published in the R.B.I. Bulletin for the base period. W = Average Index Number of Wholesale Prices - By groups and Subgroups - All commodities as published in the R.B.I. Bulletin for the 3 months of the quarter under consideration.

F₀ = Index Number of Wholesale Prices – By groups and sub-groups for Fuel, Power, light and lubricants as published in the R.B.I. bulletin for the base period.

F = Average Index Number of Wholesale Prices - By groups and subgroups for fuel, power, light, and lubricants as published in the

R.B.I. Bulletin for the 3 months of the quarter under consideration.

E₀ = Cost of Explosives as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of explosives are made by the contractor for the base period.

E = Average cost of Explosive as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of explosives are made by the contractor for the 3 months of the quarter under consideration.

D₀ = Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of detonators are made by the contractor for the base period.

D = Average cost of detonators as fixed by DGS&D in the relevant rate contract of the farm from whom purchase of detonators are made by the contractor for the 3 (three)months of the quarter under consideration.

P = % of Labour component.

Q = % of Material component.

Z = % of Fuel component.

S = % of Explosive component.

T = % of Detonators component.

(II) Method of Calculation For Supply of Cement

This special PV clause will be applicable only for supply of Cement:-

Price of Cement is to be linked with the Wholesale Price Index of the respective sub group as per RBI Index Numbers. Henceforth, the formula for calculating the amount of variation on account of variation in prices of Cement would be as indicated below:-

$$(a) Mc = R1 \times (Wc - Wco) / Wco$$

Mc = Amount of price variation in material (Cement).

R1 = Value of Cement supplied by Contractor under Schedule „C“ as per on account bill in quarter under consideration.

Wco = Index No. of Wholesale Price of subgroup (of Cement) as published in RBI Bulletin for the base period.

Wc = Index No. of Wholesale Price of subgroup (of Cement) as published in RBI Bulletin for the 1st month of the quarter under consideration.

(BI) INDEX NUMBER :

The index number of the base month shall be that published by R.B.I. for the month of opening of the tender and the quarters will commence from the month following the month of opening of the tender. However, in case the tender is finalized after the negotiation, base month for the price variation clause is the month in which negotiations are held. Quarterly periods shall also be counted commencing from the month following the month in which the last negotiation was held leading to the award of contract.

(IV) The percentages P, Q, Z, S, T of various components i.e. labour, materials etc for different type of work shall be as follows: -

(a) Earth work Items

Labour components 50%

Fuel components 20%
Other material components 15%
Fixed components 15%

(b) Ballast and Quarry products Items

Labour components 55%
Fuel components 15%
Other material components
15% Fixed components 15%

(C) Tunneling Items

Labour components 45%
Fuel components 15%
Explosive component 15%
Detonator component 5
Other material components
5% Fixed components 15%

(D) Other works Items

Labour components (P) 30%
Material components(Q)
40% Fuel components (Z)
15% Fixed components 15%

(V) The amount on which the adjustment is to be calculated, shall be the amount payable to the contractor for the item or items of various types of works given in the reference quarter, Refer (E) below for procedure of calculation of adjustment.

(VI) The calculations for adjustments in the amount payable to the contractor shall be made on the value of the work done in each quarter by the contractor. Quarterly periods shall be counted commencing from the month following the month in which tender have been opened. However, in case the tender is finalized after the negotiation, quarterly periods shall be counted commencing from the month following the month in which the last negotiation was held leading to the award of contract, Refer (E) below also. The calculations for adjustments should be based on the average price Index of the three months of the quarter.

(VIII) The demand for escalation of the cost may be allowed on the basis of provisional indices made available by the Reserve Bank of India. Any adjustment need to be done based on the finally published indices shall be made as and when they become available.

(IX) Supply of steel

$Ms = Q (Bs - B_{so})$ where

Ms= Amount of price variation in steel payable/recoverable

Q = Weight of steel in tones supplied by the contractor as per the on account bill for the month under consideration

Bs = SAIL"s (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per ton) for the relevant category of steel supplied by the contractor as prevailing on the

first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower.

Bso =SAIL"s ex-works price plus Excise Duty thereof (in rupees per ton) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened.

Note:-

(i) Relevant categories of steel for the purpose of operating the above price variation formula based on SAIL"s ex-works price plus Excise Duty thereof are as under:-

S L N	Category of steel supplied in the railway work	Category of steel produced by SAIL whose ex-works price plus Excise Duty thereof would be adopted to determine price variation.
1	Reinforcement bars and other rounds.	TMT 8 mm IS 1786 Fe 415
2	All types and sizes of angles.	Angle 65 x 65 x 6 mm IS 2062 E250A SK
3	All types and sizes of plates.	PM Plates above 10-20 mm IS 2062 E250A SK
4	All types and sizes of channels and joists.	Channels 200 x 75 mm IS 2062 E250A SK
5	Any other section of steel not covered in the above categories and excluding HTS.	Average of price for the 3 categories covered under Sl. no. 1, 2, 3 above.

(ii) The prevailing ex-works price of steel per ton as on 1 st of every month for the above categories of steel as advised by SAIL to Railway Board.

(E) MAKING ADJUSTMENTS FOR PRICE VARIATION

(i) The adjustment for variation in prices i.e. extra payment in case of increase and recovery in case of decrease, as required, shall be made once in every quarter in the on accounts payments. If more than one on account payment is made to the contractor in a quarter, the adjustment, if required, shall be made as and when they become available.

(ii) It shall be contractor"s responsibility to submit the value of various price Indices for appropriate points of time along with proof / authenticity thereof, to enable the Railway to calculate the price variations.

(F) METHOD OF OPERATION OF THIS CLAUSE

i. Since the adjustment of payments are based on the amount of work done by contractor in each quarter, measurements of actual work done must be taken and recorded in the measurements books and signed by the contractor at the end of each quarter, if not frequently.

ii. Since the various Indices are published by RBI / Ministry of Labour a few months later than

the months to which they pertain, the normal on account bills based on quarterly measurements will be prepared as per current procedure on the adopted rates without considering the Price Variation clause.

iii. The adjustments in Price variations shall be done subsequently. through separate series of on account bills, called Escalation on account bill no 1,2 etc. the adjustment bills and the normal on account bills will be kept independent of each other for facility of operations.

13.0 Contract Labour (Regulation abolition Act. 1970).:-

The attention of the tenderer/s are drawn to the contract labour (Regulation and abolition) Act., 1970 and labour (Regulation and abolition) Central Rules, 1971 and Clause-55 of the Indian Railway General Condition of the Contract, successful tenderer/s shall comply with the provision of the Act and Rules. DFCCIL being the principal employer under the said act and rules.

14.0 Variation in extant of contract :-

Tenderer shall note that the modifications of the contract envisaged in clauses of the regulation for tender and contracts General conditions of contract with up to date correction slips / amendments and Standard specification of works and material of East Central Railway , is limited to the extent of 25% on increase in quantities depending upon the nature of work occurring during physical execution of the work. The tenderer shall not be entitled to any compensation what-so-ever on account of such variations and payment shall be allowed only in respect of actual quantities executed at the accepted rates specified in the original Contract.

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- I) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- AI) 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 an officer of the rank not less than GGM/GM/CPM :
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and

would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(B) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(C) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior finance concurrence and approval of Group General Manager / General Manager / Chief Project Manager.

(BI) In cases where decrease is involved during execution of contract:

- (a) The contract signing authority (not less than GGM/GM/CPM) can decrease the items upto 50 % of individual item without finance concurrence.
- (b) For decrease beyond 50% for individual items with approval contract signing authority (not less than GGM/GM/CPM) of 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.

(IV) 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.

LABOUR

1. 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 Railway 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.

1-A. Apprentices Act:-The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract. If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the DFCCIL may, in its discretion, terminate the contract. The contractor shall also be liable for any pecuniary liability arising 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 on lakh or more.

2. Provisions of payments of Wages Act:-The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply and layout to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed here under 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 due to the

Contractor in terms of the 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.

2-A (1) Provisions of Contract labour (Regulation and Abolition) Act, 1970 -

(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.

(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 license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

(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.

(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.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway 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 no incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfill 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 DFC under the section 20, subsection

(2) and section 2, sub-section (4) of the aforesaid Act, the Railway 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 Railway to the contractor whether under the contract or otherwise. The Railway 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 Railway 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

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

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. {Authority: Railway Board's letter no. 2012/CE-I/CT/O/22, dated 14.12.2012}

2-C. Implementation of "the building and other construction worker's (Regulation of Employment and condition of service) Act, 1996" and "The building and other construction worker's welfare Cess Act, 1996."

The tenderers for carrying out any construction work must get themselves registered from the Registering officer under section-7 of the "Building and construction worker's Act, 1996." And rules made there to by the concern state government and submit certificates of registration issued from the registering officer of the concern state government (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 separate schedule item, shall be outside the purview of Cess.
{Authority : Railway Board's letter no. 2008/CE-I/CT/O/6, dated 29.11.2013}

3. 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.

4. 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, Railway 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 Railway 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, Railway 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 Railway full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.

4-A 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 Railway 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.

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

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

(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.

(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 subcontractors 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 Railway 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 Railway shall be recoverable from the contractor

(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 Railway. Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the contractor

(5) Outbreak of infectious disease:- The contractor shall remove from his camps 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 Railway Medical Authority. Should cholera, plague or other infectious disease out, the contractor shall burn the butts, beddings, clothes and other belongings of 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 Railway and the cost therefore recovered from the contractor

(6) Deleted

(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 Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

(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.

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

(10) Restrictions on the employment of retired Engineers of Railway services within two years of their retirement:- The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, who has not completed two years 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 at the risk and cost of the contractor and forfeit his security deposit.

6. (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.

(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 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.

(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 or it is, longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, shall, if so required by the person concerned, state his reasons in writing for doing so.

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

EXPLANATIONS:-

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

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

DETERMINATION OF CONTRACT

7. (1) **Right of DFCCIL of determine the contract:** - The DFCC shall entitle to determine and terminate the contract at any time should in DFCC 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.

(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 decision on the necessity and propriety of such expenditure shall be final and conclusive.

(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.

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

(i) Becomes bankrupt or insolvent, or

(ii) Make an arrangement with or 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 General condition of contract.

(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 Railway 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 employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazette rank or any other retired gazette officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in any Department of the Railways for the time being owned and administered by the President of India before the expiry of two years 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

(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; and or company as the case may be or to seek employment under the contractor; and after expiry of 48 hours notice a final termination notice should be issued. Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice 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 Railway shall be entitled after giving 48 hours

in writing under the hand of the Engineer to rescind the contract as a whole or in part parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice 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.

8 (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 earned by or would reasonably accrue to the contractor in respect of the work 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

9. 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 General Manager and the General Manager 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, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(i) to (xiii) (B) of General Conditions of contract IR or in any special clause of the conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway 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.

10 Demand for Arbitration

10(1)

(i) Demand for Arbitration:-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 Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway 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.

(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(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

(ii)(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 Railway 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

(iii) 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.

(iv) 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 Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

10 (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 Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider the decide whether or not such work should continue during arbitration proceedings.

10 (3)(a)(i) For value of claims upto 1.5 crore a sole arbitrator shall be appointed out of a panel of arbitrators. For claims above Rs.1.5 crore, the arbitral tribunal will comprise three Members, one each to be appointed by DFCCIL and the contractor. The Third member, who will also act as the presiding member, will be appointed by mutual consent of the first two members. If these two members fail to reach an agreement on the third member then, on request by either or both parties, appointment will be made by the Managing Director/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.

(a)(ii) 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 to the within 60 days the day when a written and valid demand arbitration is received by the MD. Contractor will be asked to suggest to MD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway /DFCCIL. The MD shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint balance number of arbitrator either from the panel or from outside the panel, indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD 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.

(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 fails to act without undue delay, the MD 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 reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

(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 day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

(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 Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, not be invalid merely for the reason that one or more arbitrator had, in the 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. (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.

(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.

(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.

11 (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.

11(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.

11(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.

11(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.

Witness

1.

Signature of Tenderer

ANNEXURE - I

TENDERER(S)'S GENERAL INFORMATION		PROOF ATTACHED AT PAGE
1.Name of firm.		
2.Full name of Contractor/s:		
3. Year of Establishment.		
4.Registered Head Office :-Address: -		
5.Operation Address if different from above:		
6.Branch Office in India:		
7. Constitution of firm give full details including name of Partners/Executive/s power of Attorney holders etc.		
8. Particulars of Registration with Government Semi-Government Organization, Public sector under-Taking and local bodies etc.		
9. Bank A/C No of Firm with RTGS code for electronic clearance of the payment		
10.Telephone Number		
11.E-mail address & Web Site		
12.Telefax Number		
13. ISO Certification, if any {If yes, please furnish details}		
11.Pan No:		
12. PF / EPF Registration No:		
13.Service Tax Registration No:		
1. The information furnished above shall be supported by authentic documents including registration number of the firm.		
2.The copies of documents submitted shall be duly attested by a Gazetted officer		

Signature of the Tenderer/s: -

Self Certificate

- a. I/We have downloaded the tender form from the internet site www.dfcc.in and www.dfccil.org.and I/we have not tampered/ modified the tender documents in any manner. In case the same is found tampered/modified, I/We understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with the DFCCIL and/or prosecuted as per law.

- b. I/we are submitting a demand draft No.....
datedissued byor original money
receipt No deposited
withstation for
Rs..... towards the cost of tender form.

- c. I/We certified that I/we am/are not black listed or debarred by DFCCIL or Railways or any other Ministry/Department of the Government of India/State Government from participation in tenders/contract on the date of opening of tenders/Tenders.

Signature of the Tenderer/s:

Format of Bank Guarantee for Performance Security

Bank Guarantee No.:- -----

Dated:-----

To,

chief Project Manager, DFCCIL
SWARNA COMPLEX, 2ND FLOOR,SUSUWAHI (NEAR UNION BANK
OF INDIA), POST-SUSUWAHI, VARANASI

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.

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 Empolyer 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:

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: _____

Annexure-IV

**FORM OF AGREEMENT
(To be executed on requisite value of stamp papers)**

AGREEMENT

THIS AGREEMENT made on _____ day of _____
(Month/year) between DFCCIL, acting through Chief Project Manager, DFCCIL, Swarna Complex, 2ndFloor,Susuwahi (Near Union Bank of India), PO-Susuwahi, Thana-Lanka, Varanasi-221011 (herein after called the "DFCCIL")of the one part and (Name / address of the contractor) (herein after called the contractor) of the other part.

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Tenderers
 - d) Conditions of the Contract
 - e) Schedule of approximate quantity
3. In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(Name, Designation and address of the signatory)

Signed for and on behalf of the Contractor in the presence

of: Witness:

(i)

1.

(Name, Designation and address of the authorised authorised signatory)

Signed for and on behalf of the DFCCIL

in the presence of:

Witness:

1.

2.

Name and address of the witnesses to be indicated.

**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF
DFCCIL**

**I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I
/WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE DFCCIL
EXCEPT THE NAMES MENTIONED HEREIN UNDER :**

1.....

2.....

3.....

AND SO ON

**NOTE:- NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE TENDERER(S)"S
RELATIVE IN DFCCIL TO BE MENTIONED BY THE TENDERER(S)/TENDERER(S)S IN
1,2,3 AND SO ON ABOVE.**

SIGNATURE OF TENDERER(S)/TENDERER(S)S

Annexure-VI

Details of works completed in last three financial years including current financial year									
S · N o	N a m e o f w o r k	A c c e p t a n c e l e t t e r n o	D a t e o f A c c e p t a n c e l e t t e r	O r g a n i z a t i o n f o r w h o m w o r k i s b e i n g	F i n a l C o s t o f W o r k	D a t e o f c o m m e n c e m e n t o f W o r k	D a t e o f A c t u a l c o m p l e t i o n o f W o r k	C e r t i f i c a t e / C r e d e n t i a l a v a i l a b l e	R e m a r k s
1	2	3	4	5	6	7	8	9	10

NOTE:-

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer

Signature of the Tenderer/s: -

Annexure-VII

Details of works under progress in last three financial years including current financial year

S N o	Name of Work	Accepta nce lett er o	Date of A c c e p t a n c e	Organi zati on for who m wor k is bei ng done	Final Cost of Wor k	Date of com m enc e m ent of Wor k	Date of A c t u a l	Cert ifi c a t e / Cr e d	Rema r ks
1	2	3	4	5	6	7	8	9	10

NOTE:-

The tenderer/s must attach performance certificate issued by the organizations for whom the work was carried out.

The information furnished above shall be supported by authentic documents with page no mentioned clearly above. The copies of documents submitted should be duly attested by a gazetted officer

Signature of the Tenderer/s:



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

NOTICE INVITING TENDER (NIT)

TENDER NOTICE NO. MGS/EN/TRACK-MAINT/1/16 (SINGLE PACKET SYSTEM)

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED invites sealed open tenders on Single Packet System on prescribed forms for the under noted work:

TENDER NO: MGS/EN/TRACK-MAINT/1/16

NAME OF WORK - Maintenance of Track including miscellaneous permanent way work including transportation of P.Way materials like Rail, Sleeper, fittings etc. and other related works in connection with maintenance of new DFCCIL B.G. track Between Sasaram-Durgauti (Between 22.6 Km to 79.5 Km) and other ancillary works under CPM/MGS section

Approximate cost of the work (Tender value) Rs. 20927080/-,

Earnest money to be deposited : Rs 418550/-

Completion period of the work : 24 (twenty four) months,

Cost of Tender Form (document): Rs. 10,000.00 (Rs Ten Thousand only)

Last Date/Time of submission of Tender	Upto 13.00 Hrs. on 18.04.2016 at Office of the Chief Project Manager, Mughalsarai , Swarna complex, 2nd floor, Susuwahi. Vranasi
Date/Time of Opening of Tender	Soon after 15.00 Hrs. on 18.04.2016 at Office of the Chief Project Manager, Mughalsarai Swarna complex, 2nd floor, Susuwahi. Vranasi
Validity of Offer:	120 days from the date of opening of tender.
Availability of Tender documents	On all working day from 10.00 Hrs. to 16.30 Hrs. from 16.03.16 to 17.04.16 and upto 11.00 hrs on 18.04.16.
Site Visit	The Contractor/s may make their own arrangement for the site visit.

TENDER WITH OUT EARNEST MONEY WILL BE SUMMARILY REJECTED.

1.0 Tender Form can be downloaded from the official website of Dedicated Freight Corridor Corporation of India limited – www.dfccil.gov.in /www.eprocure.gov.in or it can be purchased on cash payment of

Rs 10,000 from following offices during all working day from 10.00 Hrs. to 16.30 Hrs. from 16.03.16 to 17.04.16 and upto 11.00 hrs of 18.04.16

- (i) Office of The Chief Project Manager, DFCCIL, Mughalsarai, Swarna Complex, 2nd Floor, Susuwahi, Post- Susuwahi, District-Varanasi. Phone- 0542-2570122.**

Tender form downloaded from the web site should be submitted along with the demand draft of Rs 10,000/- in favour “Dedicated Freight Corridor Corporation of India Ltd., New Delhi” from SBI/Nationalized /Scheduled Bank of India in original form otherwise the tender will be summarily rejected.

2.0 The Eligibility Criteria will be as under:

2.1 The tenderer(s) should have completed at least one similar single work for a minimum value of 35% of advertised tender value of work.

Note: (i) Similar nature of works physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

(ii) The total value of similar nature of work completed during the qualifying period, and not the payments received within qualifying period alone, should be considered.

(iii) Similar nature of work for this tender will be any Permanent Way /track works.

(iv) In the case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria

2.2 --Total contract amount received during the last three years (i.e. current year and three previous financial years) should be minimum of 150% of advertised tender value of work supported by (a) Authenticated payment record of Any Railway or any other Government Department or PSU"s . (b) Audited Financial Statement certified by Chartered Accountant.

2.3 --Certificate from private individuals/firms for whom such works are executed/being executed shall not be considered.

2.4 --DFCCIL will not be responsible for any delay/difficulties /inaccessibility of the down loading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from internet and the master copy available in the offices mentioned in (1) above, the latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.

3.0 Bid Security – (a) The tender must be accompanied by a sum of Rs 418550/- as Bid Security in the shape of a FDR (Fixed deposit receipt) / Demand Draft, failing which the tender will not be considered. Bid Security should be drawn in favour of “Dedicated Freight Corridor Corporation of India Ltd., New Delhi” from SBI/Nationalized /Scheduled Bank of India in original form. The validity of FDR should not be less than 180 days.

**Chief Project Manager
DFCCIL/MGS**

END OF DOCUMENT