

Project Specifications
“CLEAN TRAIN STATION”
Scheme

WESTERN RAILWAY

Project Specifications

for

“CLEAN TRAIN STATION”

Scheme

Indian Railways

(Total No. Of Pages = 91)

Title: *Project Specifications for
“CLEAN TRAIN STATION”
Scheme on Indian Railways
Network*

**Prepared
By:** *Western Railway*

Contents

I. Introduction;

- *Authorization*
- *Concept*
- *Time Frame for Replicating Module*

II. Contract Conditions:

- *Instructions for the Tenderers*
- *General Conditions of Tender*
- *Special Conditions of Tender*
- *Scope of Services*
- *Time Table Chart of Trains*

III. Project Resource Specifications:

- **Manpower:**
 - *Operator*
 - *Supervisors*

- **Machines:**

- *Fixed Installations*
- *Equipments*
- *Accessories/Tools.*

- **Materials:**

- *Cleaning Agents*
- *Mosquito Repellent*
- *Air Freshner/De-Odorant*
- *Workers Uniforms*
- *Passenger Awareness Programmes*

- **Methods:**

- *Work System*
- *Worker's Training*
- *Operating Instructions.*

IV. Performance Review & Feedback Mechanism:

- *Daily Performance Report*
- *Passenger Feedback*
- *Form for conducting survey*
- *Departmental Monthly Reports*

Section-I

Introduction;

Category	Page #
Authorization	6
Concept	6
Time Frame	7, 8

Introduction;

Authorization:

In October 2002, Ministry of Railways (MM, & FC), Railway Board decided to launch “Clean Train Station Scheme” as a major initiative for improving train cleanliness involving the very best agencies in this field. It awarded a 5-year contract to M/S Eureka Forbes Limited to develop a pilot module under this scheme at Ratlam, the enroute station on Delhi –Mumbai main line.

Under this Project, M/S Eureka Forbes Limited was authorized to develop a Turnkey Project Specification to enable Indian Railways to replicate the scheme on other identified 14 stations.

Concept

“CLEAN TRAIN STATION” scheme is one of the major initiatives drawn up by his excellency Prime Minister of India who promised the nation a clean travel in near future.

Under this enroute scheme the trains will be cleaned, by reputed & professional agencies, by mechanized process at mid-stations during its scheduled halt.

The interior of trains (coaches) will be cleaned, especially toilets, by using state-of-the-art equipment and machines so that least amount of water is utilized with best standards of cleaning and toilets/coaches are dried after cleaning. The agency will use environment friendly, biodegradable cleaning agents and also disinfect the toilets. The toilets & coaches will be sprayed with Mosquito Repellent to control mosquito menace. The area between toilets, doorways, vestibule and the aisle shall also be cleaned. The window glass of AC Coaches will also be cleaned at the Platform side. This is an attempt to increase the passenger satisfaction to a higher degree. The accumulated waste from coaches will be collected and disposed off to its designated place.

The Railway Board devised this concept and the scheme has been made successfully operational by one of the leading agency M/S Eureka Forbes Limited at Ratlam. The mechanized cleaning operation under this scheme is a self-contained operation and all the resources required, except water for cleaning, to make this service operational have to be arranged by agency itself.

The concept is implemented in two ways:

- 1. Proactive Approach*
- 2. Reactive Approach*

For “Proactive Approach”, the contractor shall provide adequate passenger awareness activities in order to minimize the filth creation by passenger in & around trains. This shall include Musical Jingles, Signage’s, and Glow Sign Boards etc with appropriate cleanliness messages to be specified in the tender document.

In case of “Reactive Approach”, the contractor shall arrange all the project resources such as Manpower, Machines, Materials, Methods, Maintenance & overall Supervision for efficient & effective management of the contract. The reactive approach shall take care of needs of cleaning of coaches as per scope of services.

Ratlam module has been developed to cater for two coaches per workstation during a halt time of 20 min. Therefore the number of workstations required would depend upon number of coaches to be cleaned and halt time available.

Time Frame for Replicating Pilot Module:

The “Clean Train Station Project” is very prestigious & important initiative taken up by Indian Railways & is directly monitored by Minister of Railways. Each Zonal Railway is required to undertake such project in their nominated stations as mandatory activity.

The complete project specifications are standardized in order to reduce time frame to replicate and bring uniformity across entire Indian railways network. Following is an estimated time frame for zonal railway to replicate the pilot module of Ratlam.

The time estimated is based on RATLAM module and are approximation for finalizing the contract for other Divisions.

S.No	Activity(s)	Estimated Time (In Weeks)
1	<i>Application Study of the nominated Platform / Station & secondary data collection.</i>	<i>1 week</i>
2	<i>Budgetary Offer for budgets allocation</i>	<i>1 week</i>
3	<i>Sanction of Budgets</i>	<i>2 weeks</i>
4	<i>Invitation to Tender</i>	<i>4 weeks</i>
5	<i>Technical & Commercial Bid evaluation</i>	<i>6 weeks</i>
6	<i>Tender Purchase Committee & award of Contract</i>	<i>4 weeks</i>
7	<i>Arrangement of Resources at site</i>	<i>6 weeks</i>
8	<i>Installation & Commissioning of fixed structures.</i>	<i>4 weeks</i>
9	<i>Training of Workers</i>	<i>1 week</i>
10	<i>Start off Operation</i>	<i>1 week</i>
<i>Total estimated time frame for replicating</i>		<i>30 weeks</i>

Section-II

Contract Conditions:

Category	Page No.
Form for Agreement	10
Instructions to Tenderers	11
General Conditions of Tender	12 to 53
Special Conditions of Tender	54 to 60
Scope of Services	61
Time Table Chart of Trains	62

Indian Railway

FORM FOR AGREEMENT

CONTRACT AGREEMENT NO.

Dated.....

ARTICLES OF AGREEMENT made this.....day ofBetween the President of India acting through the Railway Administration here after called the "Railway" of the one part and Herein after called the "Contractors" of the other part.

WHEREAS the Contractors has agreed with the Railway for the performance of the work set-forth in the schedule hereto annexed upon the General Conditions of Contract and the Specifications of the Railway and the special conditions and special specifications, if any and in conformity with the drawings hereinto annexed **AND WHEREAS** the performance of the said work is an act which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said conditions of contract on or before theday of and will maintain the said works for a period of Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein) and Railway both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.

Contractors.....
Address.....
Date.....

Designation..... Railway
(for President of India)
Date.....
Witnesses.....

Signature of witnesses with address to
Signature to Contractor

- 1)
- 2)

GENERAL INSTRUCTIONS TO TENDERERS

Submission of offers:

- a) All offers shall be either type written or written neatly in indelible Ink.
- b) Any individual(s) signing the tender or other documents connected therewith shall specify whether he is signing:-
 - As sole proprietor of the concern or attorney of the sole proprietor.
 - As a partner or partners of the firm
 - As a Director, Manager or Secretary of a Limited company duly authorized by a resolution passed by the board of Director or in pursuance of the authority conferred by memorandum of association.
- c) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents.
- d) The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the "Engineer" for verification, if required.
- e) All prices/rates and other information like document sets having a bearing on the rates shall be written both in figures and words in the prescribed offer form.
- f) Offer in the prescribed form should be addressed to the The tender should be submitted in a sealed cover super scribed with the name of work, due date of opening.
- g) Offers shall be as per the Indian Railways General as Special conditions of contract.
- h) In case of any deviation from the requirement of tender specifications. Instructions to Tenderers or General & Special Conditions of Contract, the same should be brought out by the tenderer in the offer as per Annexure-V.
- i) Each page of the offer must be numbered consecutively, should bear the tender number and should be signed and stamped by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page. Offer(s) without such reference is liable to be rejected.
- j) All the copies of annexure enclosed with the tender paper should be duly filled in by the tenderer and submitted along with the tender duly signed and stamped on each page.
- k) The tenderer should avoid ambiguity in his offer e.g. if his offer is to his standard sizes/lengths/dimensions. He should specifically state them in details without any ambiguity. Brief descriptions such as "Standard lengths" etc. should be avoided in the offer.

STANDARD GENERAL CONDITIONS OF CONTRACT

(MECHANICAL ENGINEERING DEPARTMENT)

1. **BID:**

The tender shall be "**two packet system**" having Technical and Commercial Bid quoted & submitted in separate, clearly marked, and sealed envelopes. Both of these bids shall then be put in a common envelope sealed & stamp super scribing on the top of the envelope, the name of the scheme, tender no. & due date. Each of these bids shall be clearly specified in bold letters as "Technical Bid " & "Commercial Bid" failing which the bids shall be summarily rejected.

Only those Contractors shall qualify for "Commercial Bid" opening whose "Technical Bids" have been accepted & have met all the technical eligibility criterion of the tender.

All offers shall be submitted before the time and date fixed for the receipt of the offers as set forth in the tender papers. Offers received after the stipulated time and date are liable to be rejected.

Tender papers are not transferable.

The Bid so submitted shall comprise of following:

a) Technical Bid:

The Technical Bid shall consists of:

- EMD
- Proof of Eligibility Criterion such as
 - (a) Technical
 - (b) Financial
 - (c) Other listed criterions
 - (d) Deviation Schedule & Proposal

b) Commercial Bid:

The Commercial Bid shall consists of schedule of rates giving itemized details such as:

- Cost of Manpower Wages.
- Cost of all Machines & Materials required for the Project.
- Cost of Providing Power Supply arrangement.
- Overheads & Profit Margins.

2. VALIDITY

This contract shall be valid for a period of FIVE (5) years.

3. RATE

The rate shall be quoted per month basis for the turn key contract & must be inclusive of the following:

- a) All Labour related wages including Supervisors.*
- b) Cost of consumable required for cleaning work, labour, tools, tackles etc.*
- c) All taxes and levies like sales tax, excise duty, work contract tax, service tax etc. as applicable & insurance including third party liability.*
- d) Cost of providing and operating Power Source.*
- e) Cost of all auxiliary equipment, consumable and all operations for completing the job.*
- f) Technical Service charges for Passenger Awareness programme.*
- g) Cost of maintenance of these mechanized systems.*
- h) Cost of Passenger Feedback Mechanism.*

4. MEANING OF TERMS

*(1) **Definition:** Definitions and meaning of the salient terms are given below:*

In these Regulations for Tenders and Contract the following terms shall have the Definitions/meanings assigned hereunder except where the context otherwise requires:-

- a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Indian Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.*
- b) "General Manager" shall mean the officer in charge of the general superintendence and control of the Railway.*
- c) Chief Mechanical Engineer" shall mean the officer in charge of the Mechanical Engineering Deptt. of Indian Railway.*

- d) *“Divisional Railway Manager” shall mean the officer in charge of a division of the Indian Railway and shall mean and include the Divisional Railway Manager of the successor Railway.*
- e) *“Engineer’ shall mean the Chief Mechanical Engineer/Sr.Divisional Mechanical Engineer/Coaching Depot Officer in executive charge of the works as the case may be and shall include the officers of the Mechanical Engineering Deptt. of the Indian Railway.*
- f) *“Engineer’s Representative” shall mean the Assistant Divisional Mechanical Engineer in direct charge of the work and shall include Sr.Section Engineer or Section Engineer or any Inspector of the Mechanical Engineering Deptt. appointed by the Indian Railway and shall mean and include the Engineer’s Representative of the successor Railway.*
- g) *“Contractor” shall mean the person/the firm/Co-operative or Company whether incorporated and not who is awarded the work with a view to execute the works on contract with the Railway and shall include their personal representatives, Successors and permitted assigns.*
- h) *“Works” shall mean the works contemplated in the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.*
- i) *“Specifications’ shall mean the specifications for Materials & Works, Indian Railway issued under the authority of the Chief Mechanical Engineer or as amplified, added to or superseded by special specifications, if any, appended to the Tender Forms.*
- j) *“Drawing” shall mean the drawings, plans and tracings or prints thereof annexed to the Tender Forms.*
- (5) Singular & Plural:** *Words imparting the singular number shall also include the plural and vice versa where the context requires.*
- (6) Heading & Marginal Heading:** *The heading and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation of the contract.*
- (i) *Execution Co-relation and intent of contract Documents: The Railway and the Contractor sign The contract documents in triplicate.*

The contract documents are complementary and what is called for any one shall be as binding as if called for by all, the intention of the document is to include all Labour and materials, equipment and transportation necessary for the proper execution of the work Material or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railways to the Contractor unless distinctly specified in the contract documents. Material or works described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

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

(iii) If for administrative or other reasons the contract is transferred to the successor Railway the contractor shall not with standing anything contained herein contrary there to be binding on the contractor and the successor Railway in the same manner and take effect in all respects if the Contractor and the successor Railway had been parties thereto from the date of this contract.

(7) Law governing the Contract: *The contract shall be governed by the law for the time being in force in the Republic of India.*

(8) Compliance to regulations and bye-laws: *- The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the instructions or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute regulations or bye laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.*

- (9) **Communication to be in writing:** *All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's representative or the Contractor interest concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.*
- (10) **Service of Notices on Contractors:** *The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary post or on the day on which they were so delivered or left. In the case of contract by partners, the Contractor to the Engineer shall forthwith notify any change in the constitution of the firm.*
- (11) **Occupation and use of land:** - *The Contractor without permission of the Railway shall occupy No land belonging to or in the possession of the Railways. The Contractor shall not use, or allow to be used; the site for any purposes other than execution of the works.*
- (12) **Assistance by the Railway for the stores to be obtained by the Contractor:** *Owing to difficulty in obtaining certain materials (including tools and plants) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of the work including employment of Labour and Railway shall not in any way be liable for the supply of materials or for the non supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non supply.*
- (13) **Assistance by the Railway for the stores to be obtained by the Contractor:** *Owing to difficulty in obtaining certain materials (including tools and plants) in the market, the Railway may have agree without any liability therefore to endeavor to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the tender.*

In the event of delay or failure in obtaining the required quantities of the aforesaid material the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of the work including employment of Labour and Railway shall not in any way be liable for the supply of materials or for the non supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non supply.

- (14) **Railway Passes:** *The Railway shall issue No free Railway passes to the Contractor or any of his employee/worker.*
- (15) **Transport of materials:** *- No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates thereof.*
- (16) **Representation of works:** *- The Contractor shall when he is not personally present on he site of the work place keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself, to the Engineer and orders given by the Engineer or Engineer's representative to the agent shall be deemed to have the same force as if they have been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of the agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under clause 63 of these conditions.*
- (17) **Indemnity by Contractors:-** *The Contractor shall indemnify and save the Railways from and against all actions, suit proceedings, losses, costs, damages, charges, claims and demand of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agent or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.*
- (18) **(a) Earnest Money and Security Deposit:**
The Earnest money deposited by the Contractor with his tender will be retained by the Railway as part of Security for the due and faithful fulfillment of the contract by the Contractor.

The balance to make up the security deposit, the rates of which are given below, may be deposited by the Contractor in cash or in form of Government securities or may be recovered by percentage deduction from the Contractors "on account" bills. Provided also that in case of Contractor defaulting, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract. Standing earnest money shall not be counted for the purpose of Security deposit.

(b) Unless otherwise specified in the specified conditions, if any, the rates for deposit of security amount by Contractor will be as under: -

Description	Amount
For contracts above Rs.2 Crores	5% of the contract value. The amount over and above Rs.3 Lakhs to be recovered from the progressive bills of the Contractors @ 10% till it reaches 5% of the contract value.

(c) No interest will be payable upon the earnest money and security deposit or amounts payable to the Contractor under the contract but Government Securities deposited in terms of Sub clause (a) of this clause will be Payable with interest accrued thereon.

The earnest money as stipulated in the tender notice shall accompany each tender. The earnest money shall be in any one of the following forms:-

- In cash to be deposited with Chief Cashier, on which no interest shall be paid by the Railway Administration (money receipt in original to be enclosed with the tender).
- Deposit receipts pay order and demand drafts in favour of Sr.DFMDivision from a Nationalized Indian Bank.

(d) The earnest money shall remain deposited with the "Engineer" for a period of at least 90 days from the date of the opening of the tender. If the validity of the offer is extended the earnest money duly extended shall also furnish failing, which the "Engineer" shall not consider the offer, after the expiry of the aforesaid. No interest shall be payable by the "Engineer" on earnest money.

(e) The earnest money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender, any condition in any respect within the period of validity of his offer.

- (f) The earnest money of the successful tenderer may be returned after the security deposit as required is deposited and the Engineer receives formal agreement duly signed by the tenderer. The earnest money can also be adjusted against the security deposit if the contractor so desires.*
- (g) If the successful tenderer fails to furnish the security deposit as required and fails to return formal agreement with acceptance then the earnest money shall be liable to be forfeited by the "Engineer".*
- (h) Any tender not accompanied by the earnest money in one of the approved forms given in clause 18(c) as above shall not be considered.*

(19) Acceptance of tender:

- (a) The "Engineer" may accept a tender for a part of the quantity offered, reject any tender without assigning any person and may not accept the lowest or any tender.*
- (b) Acceptance of tender will be communicated by a formal acceptance letter (by registered post) of the tender direct to the contractor, which may be deemed to conclude the contract. The delivery period/completion period will be deemed to have commenced from the date of despatch of this letter.*

(20) Effect and validity of offer:

- (a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim against the "Engineer" for rejection of his offer. The "Engineer" shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the "Engineer".*
- (b) The offer shall be kept valid for a minimum period of 90 calendar days from the date of opening of tender, within which the tenderer will not be entitled to rescind or to withdraw his offer. Notwithstanding this if the tenderer rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture at the sole discretion of the Railway Authority and in that case the tenderers shall have no further claim on the amount deposited by him as earnest money.*

(c) Offers shall be deemed to be under consideration immediately after they are opened and until such the official intimation of award of contract is made by the Railways to the tenderers. While the offers are under considerations, tenderer and /or their representatives or other interested parties are advised to refrain from contacting the "Engineer" by any means. If necessary the "Engineer" will obtain clarification on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary.

(d) Tenderer will not be permitted to change the substance of their offers after the offers have been opened.

(21) Income tax clearance certificate:

All tenderers must submit current income tax clearance certificate in original or a Photostat copy thereof, along with their offers, failing which their offers are liable to be rejected.

(22) Deviations from Tender:

The bidders shall submit a CLAUSE-BY-CLAUSE comment on these tender conditions in the given format. The deviation schedule shall include both the general & special conditions of tender:

(23) Force Majeure Clause:-

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God including heavy rains (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in the whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract by giving notice to the other party.

(24) Extension due to modification:

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

- (i) If any modifications have been ordered which in the opinion of the Engineer have materially increased in the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than 1 month before the expiry of the date fixed for the completion of the works.*

- (ii) If in the opinion of the Engineer the progress of the work has any time been delayed by any act or neglect of Railway employees or by other Contractor employed by the Railway under sub-clause 3 of clause 17 of these conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the Engineer pending Arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which Contractor shall have specially applied in writing or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed the work. The Contractor may also indicate the period for which the work is likely to be delayed and shall bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and condition of contract being applicable as if such extended period of time was originally provided in the original contract itself.*

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

(25) Illegal Gratification: -

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

The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

(26) Execution Of Works: -

(a) Contractor's understanding: *It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress.*

- (b) **Commencement of works:** *The single platform pilot module will be installed within three months from the date of finalization of agreement.*
- (c) **Accepted programme of work:** *- The Contractor should follow the programme as given in Special condition of contract. He shall submit the details of organization (in terms of Labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended, as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.*
- (27) (a) **Compliance to Engineers Instructions:** *- The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.*
- (b) **Alterations to be authorized:** *- No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.*
- (c) **Extra Works:** *- Such works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.*
- (28) **Instruction Of Engineer's Representative:** *- Any instructions or approval given by the Engineer's s representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows: -*

- (a) *Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or rectification thereof.*
- (b) *If the Contractor shall be dis-satisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm every such decision.*
- (29) (a) **Adherence to specifications and drawings:** - *The whole of the works shall be executed in perfect conformity with the specifications, drawings, scope of work and special term and condition of the contract. If Contractor performs any works in a manner contrary to the specifications and drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing there from and shall be responsible for all losses of the Railway.*
- (b) **Drawings and Specifications of the Works:-** *The Contractor shall keep copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.*
- (c) **Ownership of drawings and specifications:-** *All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor is deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the railway on completion of the work or termination of the Contract.*
- (d) **Compliance with Contractor's request for details:-** *The Engineer shall furnish with reasonable promptness, after receipt of the Contractor's request for the same, additional instructions by means of drawing and instructions shall be consistent with the Contract Documents are reasonably inferable therefore.*
- (e) **Meaning and intent of specification and drawings:-** *If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements or the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Mech. Engineer/Senior Divisional Mechanical Engineer who shall have the power to correct any error, omissions, or discrepancies in aforementioned items and whose decisions in the matter in dispute or doubt shall be final and conclusive.*

30. Damage To Railway Property Or Private Life And Property:-

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

31. Sheds, Stores Houses And Yards:- *The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as is requisite for carrying on the works and the Contractor shall keep at each such sheds, store houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have access to the said sheds, store houses and yards after reasonable notice for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable equipment necessary for the execution of the works.*

- 32. Provision Of Staff:-** *The Contractor shall place and keep on the works at all times, efficient and competent Supervisor to give the necessary direction to Contractor's workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and Labourers in or about the execution of any of these works as are careful and skilled in trades.*

The Contractor shall at once remove from the works any agent, permitted sub Contractor, supervisor, workman or Labours who shall be objected to by the Engineer for bonafide reasons and if and whenever required by the Engineer, the contractor submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the Contractor is not employing on the works required number of staff as is necessary for the proper execution of service within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect provide requisite number of staff and Labour specified by the Engineer within 7 days of being so required and failure on the part of Contractor to comply with such instructions will entitle the Railway to rescind the contract.

At least one qualified representative should be available at site whenever required by the Engineer-in-charge to take instructions. In case the Contractor fails to employ the qualified supervisor as aforesaid he shall be liable to pay a reasonable amount to Railway.

- 33. Inspection Registers And Records:**

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.

- i) **Site Order Register –**

The Contractor shall promptly acknowledge orders given therein by the Engineer or his representative or his superior officers and shall make all efforts to comply with them. The Contractor to the Engineer shall report the compliance so that it can be checked.

- ii) **Labour Register -**

This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.

iii) **Log Book of events –**

All events are required to be chronologically logged in this book date and shift wise.

34. Facilities For Inspection:-

The contractor is expected to remove his equipment and Labour from the toilet area so that Engineer/Engineer's representative can carry out inspection.

35. Tools, Plant And Materials Supplied By Railway: -

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

36. Suspension Of Works:

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

(a) Provided for in the contract, or

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

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

(2) In the event of the work being suspended for reasons other than these mentioned in 36 (1) above, payment shall be made to the contractor for such period of suspension after deducting the cost of consumables as admissible.

(3) The contract provides for withdrawal by either party with a 2 months advance notice.

37. Rates For Items Of Works: *The rates entered in the accepted Schedule of Rates of the Contract are monthly rate of contract intended to provide for works duly and properly completed in accordance with the contract and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and Labour supply including full freight of materials, stores, and all types of machinery and equipment and all apparatus and plant required on the works except such tools plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway the erection maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or control of trespass all barriers and arrangements for the safety of the public or of employee during the execution of works all sanitary and medical arrangements for Labour camps as may be prescribed by the Railway the setting of all work and of the construction repair and upkeep of all center lines bench marks and level pegs thereon site clearance all fees duties royalties rent and compensation to owners for surface damage of taxes and impositions payable to local authorities in respect of land structures and all material supplied for the work or other duties of expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the specifications.*

38. Rates For Extra Items Of Works:

(a) Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates agreed upon between the Engineer and the Contractor, before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived, at the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

39. Handing over of works

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

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

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

41. Power Of Modification To Contract:

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

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

(c) **Valuation of variations:** *The enlargements, extensions, diminution, reduction, alteration or additions referred to in sub clause (b) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions of sub clause (b) above shall be paid for at the rates determined under clause (37) of these conditions.*

42. Working Hours:

Work shall be carried out as specified in the special conditions of the contract. The Contractor will be responsible for fulfillment of this condition during the execution of work for safe working of his staff. The work shall be carried out on shift basis. The shift can be unit or split depending upon the cluster of trains falling under the working timetable.

43. Damage From Accidents Or Floods Or Tides:

The Contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damages to any structure, plant or material of every description belonging to the Railway Administration, lost or damaged by any cause during the course of Contractor's work, if Contractor's workers or his equipment causes it.

The Railway Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during executions. No claims in this regard will be arbitral.

44. Claims:

(a) Monthly Statement of claims: *The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such additional work will be considered which has not been included in such particulars.*

(b) Signing of "No claim" Certificate: *The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim" Certificate in favour of the Railway, in such form as shall be required by the Railway after the works are finally measured up and paid for by the Railways. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to Arbitration in respect thereof.*

45. Quantities In Schedule Annexed To Contract:

The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract but only as an indication of quantum of work to be performed by the contractor.

46. Measurement Of Works:

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

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or classification or any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall there after be entertained regarding the accuracy and classification of the measurements.

- (b) *If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurement.*

47. On Account' Payment:

- (a) *To be governed by special conditions of contract.*
- (b) *Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise or more up to Re.1/- will be reckoned as Re.1/-.*
- (c) **On Account Payments not prejudicial to final settlement:** - *"On Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the (Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts not of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.*
- (d) **Manner of Payment:** - *Unless otherwise specified payments to the Contractor, will be made by cheque but no cheque will be issued for and amount less than Rs.100/-*

48. Completion Of Works:

- (a) **Certificate Of Completion Of Works:** - *As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a Certificate of Completion in respect of the Works.*
- (b) **Contractor not absolved by completion Certificate:-** *The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkage or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instructions of the Engineer, which defects, imperfections, shrinkage or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of*

Contractor the Engineer may employ Labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkage and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

49. Final Payment:

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

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

(d) Payment of Security Deposit:- *The total security deposit shall become due and shall be paid to the Contractor after the expiration of the period of contract, specified in the Tender reckoned from the date on which the Engineer shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of*

(e) *the contract or any other earlier date subsequent to the completion of the whole of such work that may be fixed by the Railway in this behalf, provided that all the stipulations of the clause have been fulfilled by the Contractor and all claims and demands made against the Railway for and in respect of damage or loss by from or in consequence of the works have been finally satisfied.*

(f) Production of vouchers etc. by the Contractor: -

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

(g) *If any portion of the work in a contract of value more than one crore of rupees be carried out by a Sub-Contractor or any subsidiary or allied firm or company, the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.*

(h) *The obligations imposed by sub-clause (a) and (b) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.*

50. Withholding And Lien In Respect Of Sums Claimed:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole the Railway shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.

In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

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

- 51. Lien in respect of claims in Other Contracts – Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.**

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

- 52. Signature On Receipts For Amounts:** - Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these conditions shall, if signed in the partnership name by any of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in his clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.
- 53. 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 employee directly or through petty Contractors or sub Contractors employed by him. If, in compliance with the terms of the contract, the Contractor supplied any Labour to be used wholly or partly under the direct orders or control of the Railway 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 money shall as a result of any claim or application made under the said act but directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any money paid by it as aforesaid within seven days after the same shall have been demanded. The Railway shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the Railway.
- 54 Apprentice Act:** - The Contractor shall be responsible to ensure compliance with the provisions of the Apprentice Act, 1961 and 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 Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provision of Act.

Note: *The Contractors are required to engage apprentices when the work under taken by them last for a period of one year or more and/the cost of works is rupees one lac or more.*

55. Provision Of Payment 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 Contractor or sub-Contractor under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer. Such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any money which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract The Railway shall be entitled to deduct from any moneys due to Contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by 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.

56. Provision of Contract Labour (Regulation and Abolition) Act, 1970:

(i) The Contractor shall comply with the Provision of 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 Railway from and against any claim under the aforesaid Acts and the Rules.

(ii) The Contractor shall obtain valid license 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 this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

(iii) *The Contractor shall pay to Labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractors shall not withstanding the provisions of the contract to the contrary, cause to be paid the wages to Labour indirectly engaged on the work including any engaged by his sub-Contractors in connection with the said work, as if the Labour had been immediately employed by him.*

(iv) *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 the Rules wherever applicable.*

(v) *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 to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act the Rules and Railway 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 Railway under Section 20 Sub-section (2) and Section 2, Sub-section (4) of 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 cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.*

- 57. Reporting of Accidents to Labour:** *The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub Contractors 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 engineer's representative and shall make every arrangements to render all possible assistance.*

- 58. Provision of Workmen 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 sub-Contractor employed by the Contractor in executing the work, Railway 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, Railway shall be at liberty to recover any sum due by Railway 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 Railway might become liable in consequence of contesting such claim.*
- 59. Railway Not Provide Quarters For Contractors:** *No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the building and equipment therein as well as charges for electric current, water supply and conservancy.*
- 60. (i) Labour Camp:** *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 cost or on such terms and conditions that may be prescribed by the Railway. All campsites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.*
- (ii) Compliance to rules for employment of Labour:** *The Contractor (s) shall conform to all laws, bye laws rules and regulations or 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.*

- (iii) **Preservation of peace:** *The Contractor shall take requisite precautions and use his best endeavor to prevent any riotous or unlawful Behaviour by or amongst his workmen and other employed directly or through the petty contractors and sub Contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of 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.*
- (iv) **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 or 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.*
- (v) **Outbreak of infectious disease:** *The Contractor shall remove from his camp such Labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the engineer's representative on the advice of the Railway medical authority. Should Cholera, plague or other infectious disease break out, the Contractor shall burn the huts, beddings, cloths and other belongings of or used by the infected parties and promptly erect new huts on healthy 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.*
- (vi) **Treatment of Contractor's staff in Railway Hospitals:** *The Contractor and his staff, other than Labourers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Contractor's Labourers and their families will be granted free treatment in Railway hospital and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the costs of medicines, dressings and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Rays etc. and for surgical operation.*

- (vii) **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.*
- (viii) **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 Contractor of 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.*
- (ix) **Non-employment of female Labour:** *The Contractor shall see that the employment of female Labour on in Cantonment areas, particularly in the neighbourhood of soldiers barracks should be avoided as far as possible.*
- (x) **Restriction 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, himself engage in or employ or associate a retired Government Engineer or Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract.*
- (xi) **Non-employment of Labourers below the age of 15:** *The Contractor shall not employ children below the age 15 as Labourers directly or through petty Contractors or sub Contractors for the execution of work.*

61. Right of railway to determine the contract:

- (i) *The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other clause whatever, in which case the value of approved material 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 Railway of such determination and the reasons therefore shall be conclusive evidence thereof.*

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

63. Determination Of Contract Owing To Default Of Contractor:

(A) If the Contractor should –

- (i) *Became 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 Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation) or*
- (iii) *Abandon the contract, or*
- (iv) *Persistently disregard the instructions of the Engineer or contravene any provision of the contract, or*
- (v) *Fail to adhere to the agreed programme of work but margin of 10 percent of the stipulated period, or*
- (VI) *Fail to remove materials from the site.*

- (vii) *Fail to take steps to employ competent or additional staff and Labour as required under clause 24 of the conditions, or*
- (viii) *Fail to afford the Engineer or Engineer's representative proper facilities for inspecting of the works or any part thereof as required under clause 24 of the conditions, or 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 the Railway.*
- (ix) (A) *At day 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 partner 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 Gazetted officer working before his retirement, where in the executive or administrative capacity or whether holding any pension able post or not in the Mechanical Department of any 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 Mechanical Engineer unless such Mechanical Engineer or officer has obtained permissions 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 Contractor as the case may be or*

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

- i. *The correct information as to the date of retirement of such 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*
- ii. *The correct information as to such Engineer or officers obtaining permission to take employment under the Contractor, or*
- iii. *Being a partnership firm, the correct information as to, whether any of his partners was such a retired Engineer or officer, or*

- iv. *Being an incorporated company correct information as to whether any of its directors was such a retired Mechanical Engineer or a retired officer or*
- v. *Being such as 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 Mechanical Engineer of a retired officer of 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 partnership firm of an incorporated company to be a partner or director of such firm of company as the case may be or to seek employment under the Contractor.*

Then and in any of the said cases, the Engineer on behalf of the Railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within 7 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 to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses:

- (a) *To carry out the whole or part of the work from which the Contractor has been removed by the employment of the required Labour and materials the costs of which shall include load lift freight supervision and all incidental charges.*
- (b) *To measure up the whole or part of the work from which the Contractor has been removed and to get in 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 and in both the cases (a) and (b) mentioned above the Railway shall be entitled:*
- (I) *To forfeit the whole or such portion of the security deposit as it may consider fit and*

- (II) *To recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor under the terms of the contract such Certificate being final and binding upon Contractor provided, however, that such recovery shall be made only when the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any money then due or which at any time there after may become due to the contractor by the Railway under this or any other contract or otherwise. Provided always that in any case in which any of the powers conferred upon the Railway by sub clause (1) of clause 55 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers notwithstanding be exercisable in the event of any future case of default by the Contractor for which his liability for past and future shall remain unaffected.*

(64) Right Of Railway After Rescission Of Contract Owing To Default Of Contractor:

In the event of any or several of courses referred to in sub clause (10 of this 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 of any work there to for actually performed under the contract unless and until the Engineer shall have certified performance of such work and the value payable in respect thereof and the contract shall only be entitled to be paid the value so certified.*
- (b) *The Engineer or 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 bought to have been executed and to retain and employ the same in the further execution of the*

works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

(d) The Railway shall not be liable to pay the Contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damage for delay in completion (if any) and all other expenses incurred by the Railway have been ascertained and the amount thereof certified by the Engineer.

The Contractor shall then be entitled to receive only such sums (if any) as the Engineer may certify would have been due to him on due completion by him after deducting the said amount; but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the Railways the amount of such excess and it shall be deemed to debt by the Contractor to the Railway and shall be recoverable accordingly.

65. Settlement Of Disputes:

(a) Matters Finally Determined By The Railway – *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 Railway and the Railway shall within 120 days after receipt of*

the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing, provided that matters for which provision has been made in clauses 25, 29(e), 38, 44(b), 46(a), 55, 58, 60(xi), 61(ii), 63 of General Conditions of Contract or in any clause of the Special Conditions of Contract shall be deemed as "excepted matters" 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 and shall not be referred to Arbitration.

(b) Demand For Arbitration:

- (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of 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 such case, but except in any of the 'excepted matters' referred to in clause 65(a) 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 that 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 counterclaims or set off shall be referred to Arbitration and other matters shall not be included in the reference.*
- (iii) The Arbitration proceedings shall be assumed to have commenced from the day; a written and valid demand for Arbitration is received by the Railway.*
- (iv) 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.*
- (v) 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 granted by Tribunal.*

- (vi) *The provision of clause 63 & 64 to the general conditions of contract will be applicable only settlement of claims of disputes between the parties for value less than or equal to 20% of the value of the contract provision of clause 63 & 64 and other relevant clauses of general conditions of the contract will not be applicable and arbitration will not be a remedy for settlement of such disputes.*
- (vii) *The contractor shall not be entitled to ask for reference to arbitration before the completion of the work assigned to him under this contract. Contractor shall seek reference to arbitration to settle the dispute only once within the ambit of the conditions (b) (1) above.*
- (viii) *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.*
- (ix) *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 Railways 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.*

(66)

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 and decide whether or not such work should continue during Arbitration proceedings.

(a) Appointment of Arbitrators:

- i. In case where the total value of all claims in question added together does not exceed Rs. 10,00,000/- (Rupees Ten Lakhs only), the Arbitral Tribunal*

consist of a Sole Arbitrator who shall be either the General Manager or a Gazetted Officer of Railway not below the grade of J.A. Grade nominated by the General Manager in that behalf. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for Arbitration is received by Railway.

- (ii) In case not covered by Clause 66(a), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below J.A. Grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more departments of the Railway to the Contractor who will be asked to suggest to General Manager up to 2 names of the panel for appointment as Contractor's nominee. The General Manager shall appoint at least one out of them as the Contractor's nominee and will also simultaneously appoint the balance number of Arbitrators either from the panel or from outside the panel, duly indicating the Presiding Arbitrator from amongst the 3 Arbitrators so appointed. While nominating the Arbitrators it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA Grade of other departments of the Railways for the purpose of appointment of Arbitrators.*
- (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 General Manager fails to act without undue delay, the General Manager shall appoint new Arbitrator/Arbitrators to act in his/their place in the same manner in which the earlier Arbitrator/Arbitrators had been appointed. Such re-constituted Tribunal may, as its discretion, proceed with the reference from the stage at which the previous Arbitrator(s) left it.*
- (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.*

- (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, however, not be invalid merely for the reason that one or more Arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.*
- (vi) *The arbitral award shall state item wise, the sum and reasons upon which it is based.*
- (vii) *A party may apply for corrections of any computational errors, any typographical or clerical errors of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.*
- (viii) (a) *A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.*
- (b) *In case of the Tribunal, consisting of three Members, any ruling or 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.*
- (c) *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.*
- (d) *The cost of Arbitration shall be borne by the respective parties. The cost shall inter-alia including fee of the Arbitrator (s) as per the rates fixed by the Railway Administration from time to time.*
- (e) *Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the Arbitration proceedings under this clause.*

67. Price Variation Clause:

The amount payable on account of Price variation shall be settled every quarter as per the following method:-

- (i) *The amount paid during a quarter shall be divided as under: -*
 - *55% Labour*
 - *30% Material*
 - *15% Fixed Component*
- (ii) *No price variation shall be payable on the fixed component.*
- (iii) *For calculation of PV on account of Labour, the Consumer Price Index Numbers for industrial workers (Base 1982 = 100) published as Sh.36 in RBI Bulletins shall be used. The base shall be taken as the index no. (All India Average) as on date of opening of tender. For a particular quarter, the average index for that quarter shall be worked out and variation with reference to the base index no. shall be taken into account for calculation purpose.*
- (iv) *For material portion, Statement 40 of RBI Bulletin (All India Average) shall be used. The calculation of Price Variation payable illustrated as under.*

Illustration:-

Amount paid in the first quarter = Rs 10,00,000/- (say)

*Price Index for Labour as on
date of opening (Lo) = 450*

*Price Index for material
as on date of opening (Mo) = 160*

*Avg. Price Index for Labour
During 1st quarter (L1) = $\frac{452 + 456 + 455}{3}$ = 454.3*

where 452,456 and 455 are the indices for the three months in the quarter under consideration.

*Avg. Price index for material during 1st quarter (M1) = $\frac{165 + 164 + 168}{3}$
= 165.7*

Where 165,164 and 168 are the indices for the three months in the quarter under consideration.

Bifurcation of amount paid is as under: -

Labour (W) Rs. 5,50,000/-
Material (M) Rs. 3,00,000/-
Fixed Rs. 1,50,000/-

$$PV \text{ for Labour} = \frac{(L1 - L0) \times W}{L0}$$

$$\text{i.e. } \frac{(454.3 - 450) \times 5,50,000}{450} = \text{Rs } 5255/-$$

$$PV \text{ for material} = \frac{(M1 - M0) \times M}{M0}$$

$$\text{i.e. } \frac{(165.7 - 160) \times 3,00,000}{160} = \text{Rs } 10,687/-$$

No price variation will be payable on Rs 1,50,000/-.

- (v) *Price variation for diesel used in DG set (power supply arrangements): This shall be separately calculated as per the methodology given in Para –(iv) above and shall be based on RBI indices as published in table 39, item (II)(b) of RBI bulletin.*
- (vi) *No reimbursement /recovery due to price variation up to 5% shall be made.*
- (vii) *The total amount of reimbursement/recovery due to price variation of all components shall be limited to 20% of the amount finally payable to the contractor.*
- (viii) *The contract will be valid for a period of 5 years with a provision for annual price variation as explained in Price Variation clause.*

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. *The Contractor is required to meet the entire eligibility criterion to participate in the tender as mentioned below:*

Eligibility Criterion:

For bidders to participate in the “Clean Train Station” tender, following conditions are essential to meet. Any Contractor who has already participated in “Clean Train Station” Mechanized cleaning of coaches shall be exempted from the technical eligibility criterion.

(a) Technical:

The contractor or their Principals shall have following minimum criterion to participate in the tender:

- I. *Both the contractor and/or their Principal shall have experience in carrying out similar technical services contract in Railways /Automobiles/ Airlines / Hotels premises. This is prerequisite of the tender condition.*
- II. *Any Contractor who has prior experience of similar works contract services dealing in Railways shall be given preference.*
- III. *Contractor or their Principals' shall have acquired ISO certification. ISO certificate to be submitted by them*
- IV. *The Contractor should provide satisfactory evidence acceptable to the “Purchaser” to show that:*
 - (a) *He is a reputed firm / contractor who regularly under takes the works similar to the subject tender and has adequate technical knowledge and experience especially in Railways.*
 - (b) *He has acquired all the mechanized systems, tools and tackles as per Section-III of this document, & has adequate plant and manufacturing capacity to complete the tendered work.*
 - (c) *He has an established proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract.*

V. *The Contractor/s must submit along with his/her tenders :-*

- (a) A statement showing similar works executed by him/them.*
- (b) Certificates of successful completion of his/their work.*
- (c) A statement of all payments received against all successfully completed work/works in progress of all types (not necessarily similar in type to work in this tender) indicating the organizations/units from which the payments have been received. Necessary certificates in this regard from the authorities that made the payments for three proceeding years be enclosed, duly attached.*
- (d) A list of their Organization structure and equipment, construction tools and plants available with them.*
- (e) "As a proof of technical experience/competence, the Contractor should have completed successfully atleast one work of nature similar to that of this tender costing not less than 1/3rd value of the tender, in the proceeding three years or having recently executed similar project in any of the Indian Railways.*
- (f) Contractor has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.*

VI. *Contractor or their Principals' shall have complete technical know-how of mechanized cleaning systems, its operating procedures and work methods to get the required job done with minimum possible resources. A proof to substantiate this shall be enclosed along with tender.*

VII. *The Contractor or their Principals' shall have a complete facilities of after sales services on mechanized systems such as machines spares, consumables, tools & tackles etc and to have a dedicated service technician for the Contract at that station.*

VIII. *It should have an infrastructure fully equipped with test & measuring Instruments and tools to carry out both on site and off site service. They shall ensure that stand by machines are provided to workmen.*

(b) Financial:

- i. A turnover of minimum Rs.10 Crores. (a balance sheet of this effect to be submitted by Contractor or their Principal).*
- ii. "As a proof of sufficient financial capacity and organizational resources, contractor should have received total payment against satisfactory execution of all completed/ongoing works of all types (not confined to only similar works) during proceeding three years of a value not less than 150% of the advertised cost of work.*
- iii. The above experience eligibility and financial eligibility criteria will be applicable to tenders of value above Rs. 50 lacs per annum and the contractor should submit certificates from an officer of Govt. or Semi Govt. indicating therein the name/s of the works completed value of works and period during which completed. The certificate should have the signatures and seal of the officer.*

- iv. *In the absence of such a certificate the tender may not be considered.*
 - v. *Contractor not submitting the requisite information as above may note that his/their offer is liable to be ignored.*
2. *The work pertains to enroute Mechanized Cleaning of coaches at..... station. The trains will be attended at nominated Platform(s). Due preference shall be given to reserved class coaches over unreserved coaches.*
 3. *The Contractor will utilize compact and portable Cleaning machines covering all the safety precautions as specified in the project specifications.*
 4. *For every two coaches there shall be one workstation. The required stoppage for the train should be minimum 20 minutes.*
 5. *The details and composition of the likely nominated trains and the days on which they will be passing the nominated station on different platforms is placed "Annexure-II". (This annexure shall have to be prepared by the unit entering into the contract. For sample purposes annexure as applicable for Ratlam contract is enclosed.). The working hours (Shift) will be as per timing mentioned in Annexure-II.*
 6. *A train scheduled to be attended on planned platform(s), running late but arriving during the contractor's working shift, shall have to be attended if its departure time that day is within 15 minutes of end of contracted working shift.*
 7. *All other trains, which are not covered in the timetable in "Annexure-II" but, arriving during the contractor's working shift, due to late running, shall also have to be attended in addition to nominated trains.*
 8. *The Contractor will nominate a representative/supervisor-in-charge who will maintain liaison with the Sr.Section Engineer(C&W) or his nominated representative regarding carrying out cleaning activities of enroute trains, liaison with Railways etc.*
 9. *Nominated representatives of Railway shall inspect the coaches after cleaning activities have been performed. The quality of work will be inspected daily for each train. An objective and clear-cut system of checking quality of cleanliness for each item of work with a score card to be filled while inspecting and assessment of daily total score for each train is defined and placed at "Annexure-III".*
 10. *The Contractor should take utmost care to ensure that no damage to the train/coaches/Railway property takes place due to any act of workmen, while carrying out the work under this Contract.*

11. *The contract is on time basis of 8 hours shift. The shift may be split if required to cover cluster of trains during a particular time period. The Contractor will have to employ his resources within his allotted time period.*
12. *The work will be carried out without affecting the Railway working and in consultation with Sr.Section Engineer(C&W) or his authorized representative.*
13. *The work is to be carried out on running lines and therefore every precaution shall be taken by the contractor to protect the Labour and materials. The Contractor shall adhere to the Labour Rules, Workmen Compensation Act and Payment of minimum wages Act and other Labour legislations.*
14. *The Contractor shall furnish complete details of the personnel to be deployed with supervisor(s) giving the working timings. The name/list of all the employees along with supervisor should be submitted to Sr.DME or his authorized representative before starting the actual work.*
15. *The Contractor shall ensure due Periodical Medical Check up (Once in 3 months) of all personnel employed for carrying out the work and the medical fitness certificate of RMP to this effect will have to be submitted to Sr.DME Division for records.*
16. *The Contractor should issue Identify Cards to all your Labour engaged to carry out the work, including the supervisor. These identify cards should be so carried that they can be identified by Railway Security/Carriage & Wagon Staff and Supervisors. The Identify badge should be worn by contractor Labour on left on the chest at the place of work.*
17. *The Contractor shall instruct the Labourers engaged to close the coach toilet taps during non-use and after use to avoid wastage of water.*
18. *The Contractor should ensure that the dirt, litter and other filth collected after the cleaning shall not be off loaded to nearby Railway lines and will be dumped only at nominated place as advised by Sr.Section Engineer(C&W).*
19. *A detailed electrical drawing shall be submitted to Engineering Department for necessary approval thru Sr.DME. Power cable with electrical power points as per the drawing shall be laid only after the drawing is approved.*
20. *All the mechanized systems & implements /accessories as required in this project shall have to be owned by contractor. The Contractor shall be responsible for round the clock availability, serviceability and maintenance of these mechanized systems. These Mechanized systems should be dedicated to this contract and cannot be taken out for any other job.*

21. *Railways shall provide water, which would be available through Coach Toilet Taps. The Contractor is expected to make use of this Water from Taps in each Coach.*
22. *The Railways shall provide secured storage space (Machine Room) with independent lock & key for keeping the machines at Railway Station.*
23. *The Contractor have been awarded the work on “turn key basis” for daily cleaning of trains from inside/outside during its halt at station as defined in scope of work services at “Annexure-I”. Railways will give permission to work within Railway premises.*
24. *All direct or indirect costs and obligations pertaining to employment of specialized manpower will be borne by contractor under the turnkey scope of work.*
25. *The platform module will be installed and made functional within a period of 45 days from the date of finalization of the contract agreement failing which the contract shall be terminated & EMD/SD forfeited.*
26. *The Contractor and Railway administration shall independently at their own costs arrange for passenger opinion survey (Annexure-IV) after every month of regular functioning of the contract. The Railways will give required permission to conduct such survey both at station and enroute.*
27. *The contract is awarded with the essence of improving passenger comfort during travel. As such, it may be ensured that passenger comfort is not affected during course of work.*

28. *The Contractor is expected to maintain entire database of coaches/trains attended by him for analytical purpose at the end of every month & at the end of each year. The Contractor is also expected to make available this database to Railway whenever desired.*
29. *The Mechanized Cleaning Contract is awarded on turnkey basis. The turnkey service contract will cover providing:*
- *All fixed installations,*
 - *Mechanized systems as per given specifications*
 - *Hand implements, tools & tackles,*
 - *Consumables of machines including cleaning and disinfecting agents,*
 - *Workstation operators & supervisors.*
 - *Set of Uniform with distinguished logo and identification to machine operators.*
 - *Complete maintenance of the Machines employed for cleaning the trains.*
 - *Passenger Awareness Programmes including Glow Sign Boards, Musical Jingles, Posters, Stickers etc.*
30. *Payment and penalty:*
- A. *Payment will be made on monthly basis for each platform under the scheme by 7th of every month for the previous month. The Paying authority will be the Sr. DFM- Division. The contractor shall submit his bills to the Sr.DFM- Division by 2nd of every month with the daily score card duly verified and signed by Railways Supervisor.*
 - B. *The payment shall be linked to the daily total score as well as daily toilet score. The performance parameters, wherever specified, shall refer to both these parameters independently.*
 - C. *Score card for each train shall be filled up as mentioned. The arithmetic average of all the scorecards shall be taken daily as per Annexure-III. The payment will be certified by TXR if the score is not less than 75%.*
 - D. *The items, which could not be cleaned for reasons like occupation/ inaccessibility due to passengers, shall not be counted towards score. Also if any toilet has been found having no water, shall be marked "X" similar to marking of inaccessibility.*

- E. For all such marking of "X", a deduction of Rs. 2.50/- (Rs. Two Paise fifty only) per item not cleaned due to inaccessibility/ no availability of water in toilets shall be made from the monthly payment on account of saving of consumables made by contractor. Railway TXR will certify non-accessibility of the item(s). Items not available such as, vestibule in GS coaches, less toilets in SLRs should be marked '-'.*
- F. The penalty will be imposed if the performance achieved by the contractor is below 80% for 3 consecutive days. The penalty shall be to the extent of 10% of the payment due for 3 days or for a period higher than 3 days if performance is below 80% consecutively for more than 3 days. In case the performance is below 80% for less than 3 days, no penalty shall be levied.*
- G. In case the contractor achieves a performance of less than 75% on any day, he shall not be entitled for payment for that day.*

Annexure-I

Scope of Work Services:

Mechanized Cleaning & allied services to be provided in the Coaches within the 20 minutes halt period of the train shall be as follows:

- 1. High pressure jet cleaning and disinfections of all coach toilets with specified pressure. (Preference to be given to reserved class over unreserved class).*
- 2. Floor drying with wet vacuum cleaner and general wiping of all toilet fittings in these coaches.*
- 3. Mopping/swabbing of aisle area with disinfecting agent inside coach with the help of specified mopping arrangement. Also mopping and swabbing of area between toilets and between doorways & vestibules.*
- 4. Spraying of deodorant and anti mosquito agent in all the coaches.*
- 5. Wiping of platform side window glass of all the AC coaches.*
- 6. Disposal of collected waste from all the coaches & underneath the Wash Basin from AC coaches. The contractors' nominated representative/supervisor in charge will liaison with the CWS/nominated representative of the railways for disposal of accumulated waste at nominated place.*
- 7. Cleaning of door and vestibule area.*

Annexure-II

Time Table Chart of Trains:

LIKELY DAILY TRAINS TO BE ATTENDED AT STATION

<i>Train No.</i>	<i>Load</i>	<i>Arrival</i>	<i>Departure</i>	<i>Halt</i>	<i>Platform No.</i>

Weekly Trains

<i>Train No.</i>	<i>Day</i>	<i>Load</i>	<i>Arrival</i>	<i>Departure</i>	<i>Halt</i>	<i>Platform No.</i>

Note: The details and composition of the likely nominated trains that is required to be essentially covered under the operating shift.

For sample purposes annexure as applicable for Ratlam contract is enclosed.

Section-III

Project Resource Specifications:

○ **Manpower:**

Category	Page No.
Operator/Worker	65
Supervisors	65

Specifications of Turnkey Project Resources.

Manpower: (Operators)

“Clean Train Station” project requires sufficient no. of skilled manpower to be deployed by the Contractor / Agency. The manpower will be allocated on rake at workstations in such a manner that the coaches are cleaned & dried during its halt. Total manpower will be a combination of Machine operators & Supervisors. These operators are designated as Jet Cleaners, Vacuum Driers & Coach Moppers for each workstation. The requirements for one workstation is:

<i>S.No.</i>	<i>Item(s)</i>	<i>Specification(s)</i>
1	No. of Operators Required	3
2	Absenteeism	Adequate allowance.
3	Total Manpower required	As per no. of Workstations
4	Type of Operator required	Semi-Skilled
5	Age Group	18 - 35

Manpower: (Supervisors)

<i>S.No.</i>	<i>Item(s)</i>	<i>Specification(s)</i>
1	Workstation Supervisor	0.33 per workstation
2	Project Supervisor	1
3	Qualification of Supervisors	Graduate
4	Qualification of Project Supervisor cum Service Engineer	Diploma in Electrical/ Mechanical + 3 to 4 years of experience
5	Age Group	25 - 35

Project Resource Specifications:

b) Machines:

Category	Page No.
Fixed Installations	66, 67
Equipments	68, 69
Accessories/ Tools	70, 71

Machines: (Fixed Installations)

Since the Project is self-contained, the required Electrical Power will have to be arranged by the agency/ contractor. For estimation purposes, power required per workstation can be taken as 3KVA. The DG set shall be installed at the end of Platform preferably away from passenger for avoiding pollution and noise. The power generated will be distributed throughout the length of platform adjacent to Railway Track in GI pipe with suitable points for tapping single phase 230 Volts. The indicated specification of the DG set, cabling & wiring is given below:

Diesel Generating Set:

Rating	Make	Dimension of DG room (Power House)	Accessories
<i>As per no. of workstations, 3 Phase 415 Volts 1500 RPM</i>	<i>Engine: Cummins/K OEL or any other reputed make Alternator: Kirloskar/NG EF/Stamford etc.</i>	<i>Shall depend upon the selected kVA rating of DG set.</i>	<i>Fuel Tank Pipe line, Exhaust Silencer & Pipeline, AVM Pads GI Pipe Earthing, PVC Armoured cable from Alternator to Control panel, MCCB, A/V Meters with S/S, Temperature & Fuel Indicator, Low Lub. Oil indicator</i>

A suitable enclosure for housing DG set shall have to be provided by the agency/ contractor in the space earmarked and provided free of cost by the Railways.

Power Cable & Wiring:

A schematic diagram is attached as "Annexure-VI" for cabling to be done by the Contractor. The contractor shall ensure all the protective measures in laying the cable alongside track. The power cabling laid alongside the Railway track shall be duly earthed as shown in the schematic diagram.

Bill of Material with specifications:

<i>Particulars</i>	<i>Approximate Qty.</i>	<i>Make</i>
<i>25 sq.mm. x 3.5 core Aluminum un-Armoured cable</i>	<i>600 to 700 Meters</i>	<i>Fort Gloster/CCI/Finolex/any other reputed make</i>
<i>Cable termination with Gland and lugs</i>	<i>50 to 70 Nos</i>	<i>Any reputed make</i>
<i>MCB in each Distribution Box</i>	<i>25 to 30 Nos.</i>	<i>MDS/L&T/Siemens/DATAR or any other reputed make</i>
<i>Power outlet boxes with 2 Nos.20 Amp. Metal clad plug socket with 20 Amp. SP MCB</i>	<i>25 to 30 Nos.</i>	<i>Metal clad Plug and Socket: MDS /BCH or any other reputed make</i>
<i>GI Earth 6.3 mm GI Plate</i>	<i>for 600 to 700 meters cable</i>	
<i>GI Pipe 50 mm dia "B" Class</i>	<i>600 to 700 Meters</i>	<i>Prakash/Surya/ Jindal or any reputed make</i>
<i>MS Angle Support 25 x 5 mm</i>	<i>25 to 30 nos.</i>	<i>any reputed make</i>

Machines: (Equipments)

The Contractor/ Agency is advised to utilize following types & no. of cleaning machines of state of the art technology using least possible of Water & Electricity to control expenditure to exchequer. The types of machines to be used are:

- *Portable Back Mounted High Pressure Jet Machine.*
- *Portable Back Mounted Wet & Dry Vacuum Cleaner.*

Some of the important specifications/ features required in the machines are as follows:

- *Specification of Portable Back Mounted High Pressure Jet Machine.*

Industrial High Pressure Cold Water Jet Cleaner, single phase 230 volts, 50 HZ machine, a rugged, hard wearing, portable, easy to operate, complete with Standard Accessories & technical specifications as follows:

- *to 8 meters long sleek looking durable high-pressure hose,*
- *lightweight plastic pistol for impingement of jet with built-in trigger mechanism,*
- *two way nozzle to deliver Fan & point like water jets.*
- *suitable length of electric cable doubly insulated.*

So as to deliver:

- *Pump pressure.....80-100 Bar*
- *Water quantity (at max. pressure).....7 Litres/Minute*
- *Max. Inlet temperature.....50 DegC*
- *Power consumption.....not more than 1.0 kW*
- *Weight.....not more than 10 kg*
- *Dimensions(lxbxh) in mm.....not more than 312x187x352*
- *Sound level* *70dB*

□ Specification of Portable Back Mounted Wet & Dry Vacuum Cleaner.

Industrial wet & dry vacuum cleaner, a rugged, all purpose, multi functional, hard wearing, portable, easy to operate, single phase 230 volts, 50 HZ machine complete with Standard Accessories & technical specifications as follows:

- Two ply dust bag 3 nos.
- Main filter
- Floor nozzle
- Exhaust Filter
- Rubber Hose complete with snap in 38 mm dia and 2.5 meters length
- Extension tube curved stainless steel 38 mm
- Wheeled Floor Nozzle
- Suitable length of electric cable doubly insulated.

So as to deliver:

- | | |
|--------------------------------------|------------------------------------|
| - Power Consumption | not less than 1200 Watts. |
| - Protection grade (moist, dust) | not less than IP 44 |
| - Protection class (electrical) | not less than "I" |
| - Air flow with hose | not less than 40 to 45 litres/sec. |
| - Vacuum sufficient to dry wet floor | not less than 20 KPa |
| - Container Volume | not less than 20 to 25 litres. |
| - Sound level | not to exceed 70 dB |
| - Weight(Empty) | not to exceed 10 kgs |
| - Dimensions (HxLxB) in mm | not to exceed 442 x 394 x 394 |

<i>Machine Type</i>	<i>Quantity per workstation</i>	<i>Make</i>
<i>High Pressure Jet Machine(s)</i>	<i>1 for daily use with spare.</i>	<i>Eureka Forbes or any other reputed equivalent make as per specifications</i>
<i>Wet & Dry Vacuum Cleaner</i>	<i>1 for daily use with spare.</i>	<i>Eureka Forbes or any other reputed equivalent make as per specifications</i>

Machines: (Accessories/Tools):

(i) High grade Insulation Power Cable:

All the machines used for cleaning job shall have sufficient length of Power Cable so that it can take care of the coach length while tapping electrical power from DG power supply generation & distribution system. The Power cable shall be of class-I insulation material and shall be duly protected mechanically so that wear & tear while daily handling shall not cause any leakage of current resulting into fatal consequences. It shall be double insulated for extra protection.

(ii) Back Mounting Arrangement:

The back mounting arrangement shall be such so as to carry the weight of machine to be carried by Operators. It shall have Fiberglass flat surface to take care of operator back for comfort & support. Machine shall be held in strings of Aluminum wire. It shall have a clip arrangement for holding the machine in grip. The weight of arrangement shall not exceed 1 kg.

(iii) Quick Coupling arrangement for Toilet Tap:

The Water required for cleaning shall be sourced from Toilet Tap with the help of especially designed Quick Coupling arrangement. The coupling shall be so designed that it can take care of all designs of taps connected in Indian Railways Coaches. It shall be leak proof to avoid any wastage of water in Toilets. It shall be lightweight, not more than 250 gms, and shall not take more than 15 seconds to fix.

(iv) Floor Mopper:

Specially fabricated for Railway coaches to meet the width of Coach Aisle area (approximately 24 inches). The mop rubber shall be made of special type of sponge material (PVA) so as to absorb & retain at least 1 litre of water. The length of the handle shall be at least 1 meter & made of mild steel or aluminum.

(v) Window glass squeegee:

It shall be made of Stainless Steel handle of preferably 10 inches length with highly durable rubber blade of size 45 cms having a locking arrangement for easier & faster removal for cleaning or replacement.

(vi) Special Cotton duster for glass cleaning:

It shall be made of Khadi cotton with a size at least 48 cms x 48 cms.

(vii) Jute Cotton Duster for wash basin cleaning:

It shall be made of 100% cotton jute with a size at least 45 cms x 45 cms.

(viii) Brushes for Toilet & Door Area Cleaning:

The brush for Toilet cleaning shall be 50 cms long plastic / wooden handle having combined or mixed type bristle made of nylon & steel. Whereas the brush for Door area shall be made of only steel bristles with wooden handle of length 25 cms & width 5.5 cms.

(ix) Disposable bag for waste:

Disposable bag is required for collection of waste & litter from Coaches & Dustbin of AC coaches & after collecting the same the bag shall be disposed off to nominated municipal bin. This bag shall be made of Milky white colour Polyethylene of a size 20" x 30" minimum & minimum 80 micron gauge. Anything less than this micron size will not be acceptable for environmental reasons. The polythene bag shall be printed with the name of scheme "Clean Train Station", name of the contractor & the name of station necessarily.

Project Resource Specifications:

c) Materials:

Type(s)	Page No.
Cleaning Agents	73 to 75
Air Freshner/De-Odorant	74
Mosquito Repellent	75
Workers Uniforms	76, 77
Passenger Awareness Programmes	78

1. Materials: (Cleaning Agents)

All the cleaning agents used for the project shall be bio-degradable environment friendly so that it does not cause any harm to workers, passengers & the objects for which it is used. It shall follow all the mandatory International & National standards of chemicals. Some of the specifications for various types of cleaning agents those are required for this project are given below:

Essential Ecological Requirements for All the Cleaning Agents:

- *Shall have excellent biodegradability.*
- *Should exceed International Detergent Legislation.*
- *Should be Phosphate free. Should comply with the voluntary ban of APEO by all leading international Chemical industries.*
- *Shall follow declaration according recommendation 89/542/EEC.*
- *Should not be a combustible liquid according to the regulations governing combustible liquids.*

Essential Specifications / Requirements for each type of Cleaning Agents:

i) Floor Cleaning Agent:

Composition

Anionic and nonionic surfactants, coloring agents, auxiliary agents, perfume, pH value of dilution: 7, Odour: Fruity

<i>Solidification point</i>	<i>:</i>	<i><0 °C</i>
<i>Flash point</i>	<i>:</i>	<i>No flash point up to 100C</i>
<i>Relative density</i>	<i>:</i>	<i>(20°C) 1.016 g/cm³</i>
<i>Solubility</i>	<i>:</i>	<i>(20°C) miscible in water</i>
<i>Viscosity</i>	<i>:</i>	<i>(20°C) 19 sec DIN-Cup 3mm</i>

Properties

Should be a high-grade damp mopping product, free from wax and solvents. Should not be sensitive to water hardness and should be mild to the skin. It should provide excellent cleaning, retains the shine and does not damage emulsion films.

Dilution Rate:

Should be at least 1 : 100.

ii) Deodorant :

Hazard Rating: Health: 1 Fire: 0 Reactivity: 0

<u>Hazardous components</u>	<u>CAS No.</u>	<u>%</u>	<u>PEL</u>	<u>TWA</u>
Nonionic surfactant	6036-19-5	5-20	No	No
Fragrance	Proprietary	1-5	No	No

PEL = OSHA 8 hour average in air

TWA = ACGIH 8 hour average in air

Physical Data

Appearance: Clear yellow liquid; citrus fragrance
Solubility in water: Mixes with water in all proportions
pH: 3.5 – 5.5 (at 100%)
Initial Boiling Point: >212 deg F/100 deg C
Specific Gravity: 1.020 @ 60 deg F/20 deg C

iii) Toilet Cleaning agent:

Hazard Rating: Health: 1 Fire: 1 Reactivity: 0

<u>Hazardous Components</u>	<u>CAS No</u>	<u>%</u>	<u>PEL</u>	<u>TWA</u>
Propylene glycol n – propyl ether	1569-01-3	5-20	No	No
Nonionic and Anionic surfactants mixture		5-20	No	No

PEL = OSHA 8 hour average in air

TWA = ACGIH 8 hour average in air

Physical Data

Appearance: Clear orange-red liquid; lemon fragrance
Solubility in Water: Mixes with water in all proportions
pH: 9.6 – 10.8 (at 100%)
Initial Boiling Point: 212 deg F / 100 deg C
Specific Gravity: 1.040 @ 68 deg F / 20 deg C

iv) Glass Cleaning agent:

Hazard Rating: Health – 2 Fire – 2 Reactivity – 0

<u>Hazardous Components</u>	%	PEL	TWA
2 – Propanol (Isopropyl alcohol, IPA)67-63-0	9	980	985*
* ACGIH STEL = 1230			
Butoxyethanol (Skin) 111-76-2	12	240	121

This product contains no other components considered hazardous according to the criteria of 29 CFR 1910.1200

STEL = 15 Minute Average
PEL = OSHA 8 Hour Average in Air
TWA = ACGIH 8 Hour Average
C = Ceiling Limit in Air; Do Not Exceed

Physical Data

Appearance: Clear blue liquid; alcohol odour
Solubility in Water: Mixed with water in all proportions.
pH: 11.0 (100%); 10.9 (10%)
Initial Boiling Point: 212 deg F
Specific Gravity 0.98 – 0.99

2. Materials: (Mosquito Repellent):

An aromatic insecticide spray for mosquitoes & other flies (insects) so that no inconvenience is caused to passenger due to smell. The material used for spraying mosquitoes repellent shall have following specifications & properties:

- *It shall be a chemical composition of Deodorized LPG, Deodorized Kerosene, Allethrin Technical, and Peperonyl Butoxide.*
- *It should be bio- degradable and shall meet all the conditions of IS 8496.*
- *The chemical shall be filled in a pressurized container equipped with a valve & suitable propellant.*

3. **Materials: (Workers Uniforms):**

Items not specifically mentioned should be supplied at the rate of two sets per year.

- Coverall:

A full-bodied apron covering both the upper & lower half in two colour as given in sketch. The Cloth used shall be made of S.Kumars' or of equivalent reputed quality. Each worker shall be given 3 pairs so that they can wear it clean on all days. The design sketch is given in Annexure-VII.

- Cap:

Bright Yellow Coloured Cap with the Name "Clean train Station" along with the name of station written on its Flap. This should be supplied at the rate of 1 per month.

- Hand Gloves:

Workers shall wear good durable quality rubber gloves all the time while working on Coaches. It shall be orange Coloured upto palm size i.e. 18" long. This should be supplied at the rate of 1 per month.

- Gumboot (Shoes):

Good durable quality gumboot shall be given to all workers @ 2 pairs per worker per annum. They shall be knee length & comfortable wearing so that no obstacles are caused to workers while operating on workstations.

- Goggle for Protection of Eyes:

For the protection of eyes, each worker shall be given at least 1 goggle to avoid back splash of jet machines. It shall have plain colorless glass or plastic only for the protection for eyes.

- Mask for Mouth covering:

Each worker shall be given a green Coloured surgical type mask for avoiding any direct infection from the toilets. This should be supplied at the rate of 1 per month.

- Badge for Name:

Each worker shall wear a badge on the left hand side of chest on the coverall made of white Coloured ebonite plate of size 6 1/2" x 1" using black coloured fonts for name of worker.

4. **Materials: (Workstation’s Supervisor Uniform)**

S.No	Item(s)	Qty.	Type & Colour
1	Trouser	2 sets	Light brown coloured trouser.
2	Shirt	2 sets	White Coloured, Terri cot.
3	Jacket	1	Navy Blue with embossed logo on left side chest.
4	Cap	2	Yellow coloured same as Workers
5	Shoes	1	Brown colour Leather shoe of any reputed make,
6	Torch	1	Handy Torch of any reputed make for
7	Whistle	1	For the safety of workers, metallic type for raising alarm for workers.
8	Stopwatch	1	For the measurement & control of time available of cleaning.

5. **Materials: (Railway’s Supervisor Uniform)**

S.No	Item(s)	Qty.	Type & Colour
1	Trouser	2 sets	Navy Blue Coloured trouser.
2	Shirt	2 sets	White Coloured, Terri cot.
3	Jacket	1	White coloured with 150 year’s logo embossed on left side chest & name of scheme on right hand side.
4	Cap	2	White coloured cap clearly indicating as “Housekeeping Inspector”.
5	Shoes	1	Black colour Leather shoe of any reputed make,

6. Materials: (Passenger Awareness Programmes):

The material of the items of passenger awareness programme shall have to be submitted to Railways for approval before use.

a) Glow Sign Boards:

Appropriate design & theme of cleanliness shall be the text on these Glow Sign Boards. The contractor shall boldly put the name of station & theme on it with Railways 150 year's celebration logo & the mnemonic for "Clean Train Station" as attached in "Annexure-VIII". The Glow Sign Boards shall be placed on each platform ceiling where the services are being carried out across the length of the platform & one main glow signboard outside at the entrance of main platform. The contractor can use his name with small letter on the right hand corner downward on this glow sign. The size & nos. will be as follows:

<i>Area</i>	<i>Size & Type</i>	<i>Qty</i>
<i>Outside the platform at the main entrance of the station.</i>	<i>12 ' x 3' Single side</i>	<i>1</i>
<i>Platform at every 200 mtrs. to be hanged across the length of platform</i>	<i>6 ' x 2 ½ ' Dual side</i>	<i>4 per platform</i>

b) Musical Jingle:

Musical Jingle for playing on Public Address System shall be supplied alongwith the other items. This shall be based on film songs not more than 30 to 40 seconds Jingle to be supplied by the contractor every year at least 3 of them.

c) Posters/Stickers:

Necessary Poster(s) and/or Stickers shall be made from time to time for using it for awareness of passengers. A sticker shall be placed on the Toilet door after cleaning it completely.

d) Use of Scouts:

Railway School Primary children shall be used periodically for creating Passenger awareness of observing cleanliness in trains & platforms. This shall be done in consultation with Sr.DME & DRM.

Project Resource Specifications:

d) Methods:

Type(s)	Page No.
Work Methods	80
Worker's Training	80
Operating Instructions	81 to 84

1. Methods: (Work System):

All the operational methods used in the project shall aim to maximize output in terms of quality & quantity. The total output from the resources employed shall be to ensure cleaning of the coaches. Each cleaning operation shall be sequential and broken down in small tasks. The no. of manpower & machines employed in the project shall be distributed along the rake in adequate workstations. Each workstation will have a team of 3 members viz Toilet Cleaner, Vacuum Drier & Coach Mopper. One member each will be employed for cleaning Platform side AC coaches' window glass, collection & disposal of Waste & litter from AC coaches' dust Bin & spraying of Mosquito Repellent.

2. Methods: (Manpower Training):

S.No.	Area(s)	No. of Days
1	<i>Behaviour:</i> <ul style="list-style-type: none"> ➤ <i>With Passenger</i> ➤ <i>With Coworker</i> ➤ <i>With Supervisors</i> 	1
2	<i>Productivity:</i>	
2a	<i>Quality:</i> <ul style="list-style-type: none"> ➤ <i>Quality of Washing</i> ➤ <i>Quality of Drying</i> ➤ <i>Quality of Waste Collection</i> ➤ <i>Quality of Waste Disposal</i> 	2
2b	<i>Quantity:</i> <ul style="list-style-type: none"> ➤ <i>Marshalling Orders</i> ➤ <i>Sequence of Operations</i> ➤ <i>Handling of Machines</i> 	2
3	<i>Safety:</i> <ul style="list-style-type: none"> ➤ <i>Electrical Safety</i> ➤ <i>Traffic Safety</i> ➤ <i>Boarding & Alighting Safety</i> 	1
4	<i>Team Work:</i> <ul style="list-style-type: none"> ➤ <i>Coordination with Co-workers</i> 	1
5	<i>Supervisor's Training</i>	1

3. **Methods: (Operating Instructions):**

a) Code of Conduct :

- **Dress code:**
 - *Every personnel working for “Clean Train Station” scheme should always be in uniform at all times at the station.*
 - *Dress should be clean and worn properly as shown in diagram.*
- **Timings:**
 - *All personnel to report to work on the assigned time and be present till the assigned time for leaving.*
- **Behaviors:**
 - *All personnel need to be courteous to passengers and Railway personnel.*
 - *All personnel need to bear in mind that passengers have a way of right & should not cause inconvenience to passengers including carriage of machinery and equipment.*
 - *Operators should follow supervisor’s instructions on behavior.*
 - *Arguments with passengers and RO (Railway officials) should be avoided at all costs.*
 - *All work related issues or objections should be directed handled by the Workstation supervisors.*
- **Safety**
 - *No workmen should board or alight from a moving train.*
 - *Supervisors will blow a whistle 1 minute before train starts.*
 - *All persons to wind up the operation pick up their materials and get down from the train immediately.*
 - *Movement to and from the train will be while having at least one hand free for holding the railing.*

- *No person will cross the Railway tracks from the platform or to the Platform ever.*
- *No littering on either platform or tracks will be allowed for any person.*
- *All debris and litter to be collected in the polybags provided.*
- *All accumulated litter & debris collected from sweeping the coaches & from AC coach waste bins shall finally be disposed off to the Municipality Bin made outside the Platform.*
- **Language:**
 - *While communicating with Railway Staff all the Contractor's men will use language understood by them. The language used shall be preferably local language.*

(b) **“WORKSTATION” DO’s & DON’Ts**

(1) **DO’s:**

- i. *All Workmen to clean their machines/tools before getting ready for work in each shift.*
- ii. *All Workmen & Supervisors to be in Uniform all the time in Station.*
- iii. *All Workmen to take their Workstation position 5 minutes before the arrival of trains.*
- iv. *All Workmen & Supervisors to strictly follow Safety instructions as advised by management.*
- v. *All Workmen to report to Supervisors in case of any argument with Passenger.*

(2) Don'ts:

- i. No workman will board and/or alight the train in moving condition.*
- ii. No workman will move over/ cross the Railway Track.*
- iii. No workman will fight or argue with any passenger or staff.*
- iv. No workman will throw or offload the dirt on railway tracks or platform area.*
- v. No workman will cause any inconvenience to the passengers while working.*
- vi. No workman will demand anything from Passenger.*
- vii. No workman should spit in trains or platform premises.*
- viii. No workman to smoke, chew Pan or any such habit to observe in Trains/Platform while on duty.*
- ix. No Workman will sit on tracks while waiting for trains to arrive.*
- x. No unauthorized person(s) shall be permitted in the machine room.*

SUPERVISOR'S OPERATING INSTRUCTIONS :

Each Workstation Supervisors primary responsibilities will be "Quality Output", "Quantity Output", "Safety of Workmen" & Overall "Harmony" at Workplace.

- *Each supervisor has to monitor a team of one third of workforce.*
- *Each supervisor has to supervise one third of the number of coaches being attended. Following need to be supervised:*
 - i. To ensure safety for all during operations.*
 - ii. To ensure workmen are properly dressed as per uniform norms.*
 - iii. To ensure they are present at all working hours specified in requisite number.*
 - iv. To liaison with Railway Supervisors (RS) at workstations.*
 - v. To maintain quality of work to satisfaction of RS.*
 - vi. To fill up Score Card for each train and coach with requisite details.*
 - vii. To blow whistle for operators to get onto the tracks for operation.*
 - viii. To get RS (Railway Supervisor) to check the cleaned coaches.*

Section-IV

Review & Feedback Mechanism:

Review areas	Page No.
Daily Performance Report	86
Passenger Feedback	86
Form for conducting survey	87

Passenger Feedback:

The “Clean Train Station” Scheme has been devised for the passenger & passenger only. Passenger is the essence & central character of the project.

All efforts are to enhance the overall passenger satisfaction by providing interim cleaning of coaches under this scheme. It is therefore very essential to know their continuous feedback that the services are rendered in efficient & effective manner.

Their feedback shall also be basis for continuous improvement in the services.

The contractor is required to carry out monthly feedback of a sample size 1000 to 1500 minimum in the format as attached below. The feedback shall be carried out in consultation with Railways Supervisors & TXR. Any fabricating of such form shall be liable to immediate termination of contract. The monthly feedback received for the sample size shall be analyzed train wise, item wise etc. & the report shall then be duly submitted to the Sr. DME (C&W) for further action.

The contractor at his own cost & convenience shall carry out the passenger feedback for those trains only which are covered in the contract.

Departmental Monthly Reports:

The contractor to the Sr.DME (C&W) shall submit following monthly reports:

- I. Cumulative Percentage Score as per the daily scoring.*
- II. Target Vs Actual Performance*
- III. Deductions on account of Occupied Toilets.*
- IV. Passenger Feedback Analysis.*

Report shall be submitted in the following manner:

- Contractor to Sr.DME*
- Sr.DME to Zonal HQ (CME/CRSE)*
- Zonal HQ(CME/CRSE) to Railway Board.*

FEEDBACK FORM

"Clean Train Station" - RATLAM

Annexure-IV

Dear Passenger,

As valued passenger your views & feedback on "Passenger Amenities" , are very important to us. name of station CLEAN TRAIN STATION brings you the hygiene services from name of contractor.

Our endeavor is to provide you the most hygiene & best possible services in trains during it short halt at RATLAM station. Your valuable feedback would help us further improve the cleanliness standards.

Kindly spare your few minutes in Rating the areas as given in table below:

5= Excellent, 4 = Very Good, 3=Good, 2=Average & 1=Poor

<i>Areas of Cleaning/Services</i>	5	4	3	2	1
<i>Please mark (Tick) in space</i>					
Toilet Washing					
Toilet Floor Drying					
Toilet Mirror Cleaning					
Toilet Wash Basin Cleaning					
Smell of Deodorant Spray					
Smell of Mosquito Repellent Spray					
Cleaning of Coach Aisle Area with Mopper					
Cleaning of Door Area					
Cleaning of Vestibule Area					
Cleaning of AC Window Glasses					
Cleaning of Dust Bin from AC Coaches					
Behaviour of Worker					
Hygiene & Cleanliness of Worker's Uniform					
Please mark YES or NO for following:					
Any inconvenience caused to you by Worker					

Passenger Name:
Passenger
Berth/ Seat # :
Train #
Date of Journey:

Signature of

***Your Feedback will help us do better.
The Advantage is "Clean Technology"***

Annexure-III



Name of Zonal
RAILWAY

“CLEAN TRAIN STATION”

Name of Contractor

SCORE CARD (TO BE FILLED BY THE TXR/HOUSE KEEPING INSPECTOR)

W.O.No _____ Date: _____ Name of Work _____ Name of Contractor _____

Name of Supervisor _____ Designation _____ Date of Inspection _____ Train No. _____ Arrival Time _____ Dep. Time _____

No. of Caches attended by contractor _____ Total No. of Coaches in the train _____

Total Scores obtained: % Not cleaned: 0 Cleaned: 1 Inaccessible : x

SNo.	Itemized Description of work	T'let	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14	C15	C16	C17	C18	Total Score	
1	Toilet cleaning complete including pan, wash basin walls etc. with High Pressure Jet M/cs, & drying of Toilets, Spraying of Air Freshner & Mosquito Repellant	T1																				
		T2																				
		T3																				
		T4																				
2	Vestibule area & Doorway area & between two toilets	B1 B2 D1 D2																				
3	Coach aisle area cleaning																					
4	AC Coaches Window Glass Cleaning from Platform Side																					
5	Disposal of collected waste from Coaches & AC Bins.																					

Note: Please give marks for each item as either 0 or 1. All items as above which are inaccessible should be marked 'X' and shall not be counted in total score.

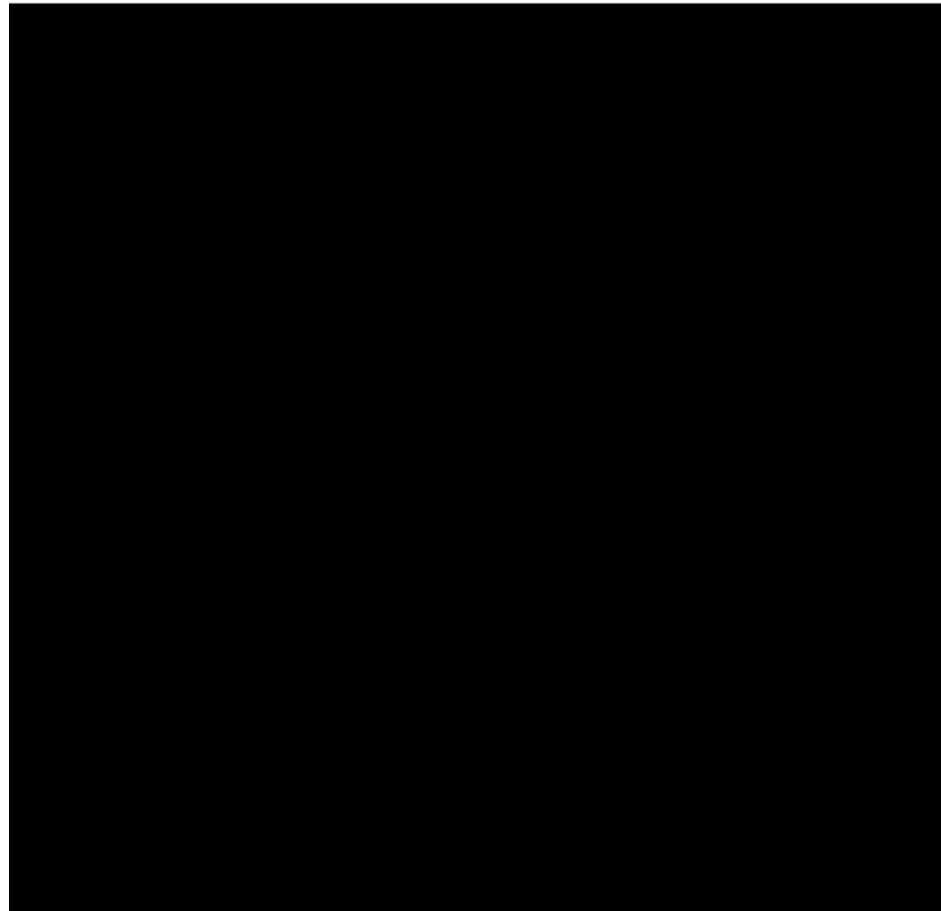
Item not available should be marked '-'. No column should be left blank.

Signature of Contractor's Supervisor

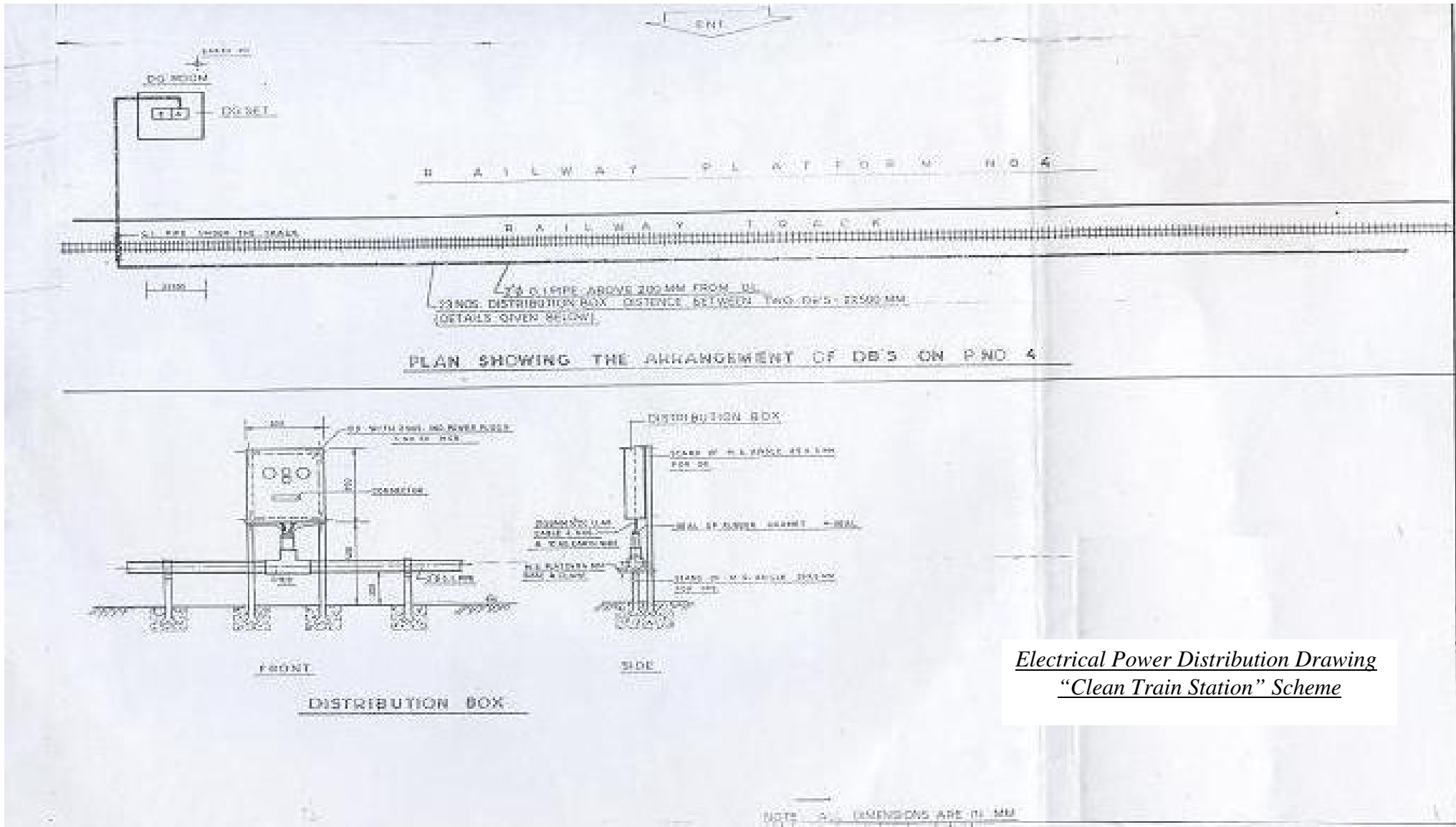
Signature of Auth. Rep. of Sr.DME/RTM

Annexure-VIII

Mnemonic for Glow Sign Board



Annexure-VI



*Electrical Power Distribution Drawing
"Clean Train Station" Scheme*

Annexure-VII

