



उत्तर मध्य रेलवे
कर्षण वितरण प्रयागराज मण्डल
कार्य ठेका हेतु ई – निविदा प्रपत्र

कार्य का नाम – प्रयागराज मंडल के चंदारी (CNBI), चकेरी (CHK) और मैथा (MTO) स्टेशनों पर प्लेटफॉर्म को ऊंचा करने और रूरा (RRH) स्टेशन पर पुराने FOB को 6.1 M चौड़े नए FOB से बदलने के कारण 25 केवी ओएचई में संशोधन का कार्य (3rd Call)।

निविदा संख्या–230–क0वि0–कार्य ठेका–1029–2026

1–विज्ञापित कार्य की निविदा लागत	रु0 1,18,25,432.98
2–ऑफर की वैधता	60 दिन
3–कार्य समापन अवधि	12 महीना
4–बिड सुरक्षा राशि	रु0 2,36,500.00

जारी कर्ता
वरि0 मण्डल बिजली इंजी0/क0वि0
कार्यालय मण्डल रेल प्रबन्धक
नवाब यूसूफरोड, प्रयागराज
पिन–211001



North Central Railway

Traction Distribution, Prayagraj Division

E- Tender Document for Works Contract

Name of work: - 25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3rd Call).

Tender No. 230-TRD-WC-1029-2026

- | | |
|--|----------------------|
| 1. Advertised Tender Cost of the work | : Rs. 1,18,25,432.98 |
| 2. Validity of offer | : 60 Days |
| 3. Work Completion period | : 12 Months |
| 4. Bid Security amount | : Rs. 2,36,500.00 |

Issued by
Sr. Divisional Electrical Engineer/TRD
Divisional Railway Manager Office
Nawab Yusuf Road, Prayagraj
Pin-211001

NORTH CENTRAL RAILWAY

Office of the
Divisional Railway Manager
N. C. Railway, Prayagraj

T. Notice No. 230-Elect/TRD/PRYJ/E-Tender Notice/2026/640

Date 17.06.2026

Sr. Divl. Electrical Engineer/TRD/N. C. Rly/Prayagraj, for and on behalf of the President of India, invite the following E- Tender, the details of the tenders are as under: -

T. No.	Description of work			
230-TRD-WC-1029-2026	25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3 rd Call).			
	Advertised value	Rs. 1,18,25,432.98	Bid Security	Rs. 2,36,500.00
	Completion Period	12 Months	Bidding system	Single Packet
	Tender Closing date & Time	09.07.2026 & 14:00 Hrs	Tender opening date & Time	09.07.2026 & 15:00 Hrs
	Allocation	Capital	UWID	060253253018 060253253019 060253253028 060253253053

Note: -

1. The complete information along with tender document of above E-Tenders shall be available on Website www.ireps.gov.in 21days prior to the date of opening of the tender.
2. Bids other than in the form of E-Bids shall not be accepted against above tenders. For this purpose, vendors are required to get themselves registered with IREPS website along with Digital Signature Certificate.
3. In case of any difficulty helpdesk available on the website of IREPS may be approached.

For Sr. Divl. Elect. Engineer [TRD]
North Central Railway. Prayagraj

उत्तर मध्य रेलवे

मण्डल रेल प्रबन्धक कार्यालय
उत्तर मध्य रेलवे, प्रयागराज

टेण्डर संख्या-230-वि0/क0वि0/प्रयागराज/ई टेण्डर/2026/640

दिनांक 17.06.2026

वरिष्ठ मण्डल विधुत अभियन्ता/क0वि0/उ0म0रे0/प्रयागराज, द्वारा भारत के राष्ट्रपति के लिये एवं उनकी ओर से निम्न कार्य हेतु ई निविदा आमंत्रित की जाती है। जिनका विवरण निम्न प्रकार है

निविदा सं०	कार्य का विवरण			
230-क0वि0-कार्य टेका-1029-2026	प्रयागराज मंडल के चंदारी (CNBI), चकेरी (CHK) और मैथा (MTO) स्टेशनों पर प्लेटफॉर्म को ऊंचा करने और रूरा (RRH) स्टेशन पर पुराने FOB को 6.1 M चौड़े नए FOB से बदलने के कारण 25 केवी ओएचई में संशोधन का कार्य (3 rd Call)।			
	अनुमानित लागत	रु० 1,18,25,432.98	बिड सुरक्षा राशि	रु०. 2,36,500.00
	कार्य अवधि	12 महीना	बोली प्रणाली	एक पैकेट
	निविदा बन्द होने की तिथि तथा समय	09.07.2026, 14:00 बजे	निविदा खुलने की तिथि तथा समय	09.07.2026, 15:00 बजे
	एलोकेशन	कैएल	यू डब्लू आई डी नं०	060253253018 060253253019 060253253028 060253253053

नोट :-

- उपरोक्त ई-निविदा का पूर्ण विवरण (निविदा प्रपत्र सहित) वेबसाइट www.ireps.gov.in पर निविदा खोलने की तिथि से 21 दिन पहले से उपलब्ध होगा।
- उपरोक्त निविदा में ई.बिड के अलावा किसी अन्य रूप में बिड स्वीकार नहीं की जायेगी। इस प्रयोजन हेतु वेन्डरों का चाहिए कि वे अपने आपको डिजिटल हस्ताक्षर प्रमाणपत्र के साथ IREPS की वेबसाइट पर पंजीकृत करायें।
- किसी भी प्रकार की तकनीकी समस्या के समाधान के लिए IREPS की वेबसाइट की हेल्पलाइन से सम्पर्क किया जा सकता है।

कृते वरि० मण्डल बिजली इंजी०/क0वि0
उत्तर मध्य रेलवे, प्रयागराज, प्रयागराज

Part-I

1. The tenderer shall be governed by General Conditions of Contract, preamble and general instructions to tenderers and special conditions of contract. Wherever there is discordance between BOQ, Special condition of contract and technical specifications, the priority shall be in the order of BOQ of work, Special condition of contract and technical specifications. Bill of Quantities (BOQ) shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
2. **The details scope of work: 25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3rd Call). Tenderer shall also execute 25kV OHE modification/Electrification work at other locations in Prayagraj Division if required** (The work also consists of modification in 25kV OHE at various signal infringement's locations, sidings, yards, critical locations, etc. in main lines & all the associated lines as required by the Competent Authority). The details of works are as per explanatory note.
3. **General Conditions of Contract of April 2022 or latest with all amendments shall be followed.** In the tender document the extract of GCC has been reproduced at several locations for the guidance of Contractor. In case of any discrepancy in the tender document and GCC, the **Standard GCC-April 2022** with all amendments, issued upto the date of opening of tender document will be applicable. Contractor is instructed to go through GCC with all amendments slips available in the office of Sr.DEE/TRD. In case of any dispute in this regard the decision of Sr.DEE/TRD will be final and binding on the Contractor. Details of ACS:
 1. **Advance Correction Slip no. 1 to Indian Railways Standard General Conditions of Contract, April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy dtd 14.07.2022.
 2. **Advance Correction Slip no. 2 to Indian Railways Standard General Conditions of Contract, April-2022** vide letter no. 2022/CE-I/CT/GCC- 2022/Policy dtd 13.12.2022.
 3. **Advance Correction Slip no. 3 to Indian Railways Standard General Conditions of Contract, April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy dtd 26.04.2023.
 4. **Advance Correction Slip no. 4 to Indian Railways Standard General Conditions of Contract, April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy dtd 07.08.2023.
 5. **Advance Correction Slip no. 5 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy dtd 20.10.2023.
 6. **Advance Correction Slip no. 6 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy dtd 21.12.2023.
 7. **Advance Correction Slip no. 7 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt. I dtd 25.09.2024.
 8. **Advance Correction Slip no. 8 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy dtd 20.12.2024.
 9. **Advance Correction Slip no. 9 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy Pt. I dtd 09.01.2025.
 10. **Advance Correction Slip no. 10 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022/CE-I/CT/GCC-2022/Policy New Delhi dtd 04.03.2025.
 11. **Advance Correction Slip no. 11 to Indian Railways Standard General Conditions of Contract; April-2022** vide letter no. 2022|CE-UCTIGCC-2022[POLICY/Pt.I (E-3320424) dtd 13.03.2026.
4. In case the date of closing mentioned in the NIT is declared a Holiday/bandh/Strike etc on any account, the date of closing tender online will not be changed as the application in web site of IREPS does not permit submission of any offer after closing date in the time of tender. However, opening of tenders online will be on any convenient day after the closing of on-line tender.
5. **Tenderer shall submit the work completion report of the successfully completed work as a credential to fulfillment of technical minimum eligibility criteria. In absence of this tender will be summarily rejected. LOA or Agreement copy shall not be considered as a credential for technical minimum eligibility criteria.**
6. **Tenderers are advised to submit only relevant documents as required for the tender.**

7. Tenderer's Address: - The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by Registered post.

**North Central Railway
Tender Form (First sheet)**

Tender No.: 230-TRD-WC-1029-2026

Name of work: - 25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3rd Call).

The President of India

Acting through the Sr. Divisional Electrical Engineer (TRD), Prayagraj, North Central Railway

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer (s)

Date.....

Address of the Tenderer (s)

PART-I
Chapter – I

PREAMBLE & GENERAL INSTRUCTIONS TO TENDERERS

1. Introduction

On behalf of the President of India, Sr.DEE/TRD/Prayagraj herein after referred to as 'Railway' e-tenders are invited from established, experienced and reliable manufacturers, Contractors for execution of electrical works as detailed above.

- 1.1 The contract emerging out of this tender shall be referred to as "Works Contract" and the contractor who is awarded the "Works contract" shall be referred to "Works Contractor".
- 1.2 The tenderer shall be governed by General Conditions of Contract, preamble and general instructions to tenderers and special conditions of contract. Wherever there is discordance between BOQ, Special condition of contract and technical specifications, the priority shall be in the order of BOQ of work, Special condition of contract and technical specifications.

2. Tender Document

This tender document consists of following five parts:

Part-I Chapter –I Preamble and General Instructions to tenderers

Chapter –II Special conditions of Contract

Chapter-III Prices & Payments

Chapter-IV Explanatory Notes

Chapter –V Various Forms

3. Submission of e-Tender Document

The complete information alongwith tender document of above e-Tenders are available on Website www.ireps.gov.in upto 14:00 hrs. on the due date of tender opening.

- 3.1 Bids other than in the form of e-Bids shall not be accepted against above Tenders. For this purpose, venders are required to get themselves registered with IREPS website alongwith Digital Signature Certificates issued by CCA under ITAct-2000.
- 3.2 Rates entered into Financial Rate page and duly signed digitally shall be considered. Rates and any other financial entity in any other form/letter head if attached by vendor shall be straight away ignored and shall not be considered.
- 3.3 Documents being attached should be signed by the tenderer on its body.
- 3.4 **In case of any difficulty helpdesk available on the website of IREPS may be approached.**

4. **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I (As per GCC-2022) e-Tender Forms shall be issued free of cost to all tenderers.

5. Bid Security – (As per clause 5 of part-I of GCC-2022)

- (1) (a) The tenderer shall be required to submit the **Bid Security** with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under: -

Value of the work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘**Startups**’ shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document (Office of the Sr.DEE/TRD/PRYJ) before closing date for submission of bids (**i.e., excluding the last date of submission of bids**).
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Bid for the ***** Project”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6. Care in Submission of Tenders:

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
 - (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
 - (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 6.1** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than company/Proprietary firm, Annexure-V(A) shall also be submitted by each member of a partnership firm/Joint Venture (JV)/Hindu undivided Family (HUF)/Limited Liability partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he isqualifying the Qualifying Criteria mentioned in the Tender Document.

6.2 Bid Security:

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document (GCC April-2022), the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. Right of Railway to deal with Tenders – (As per clause 7 of part-I of GCC)

The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted whereintender documents provide for the same.

7B. Pre-Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.

7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

7.1 Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

7.2 If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his /their tender, the Railway reserves the right to reject such tender at any stage.

7.3 If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that

such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. (1) Security Deposit: - (As per para 16. (1) Part-II of GCC April-2022)

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

9.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) of GCC **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1) of GCC, in case applicable.

9.(2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC of these conditions, the Security Deposit shall not be forfeited.

9.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of GCC of this clause will be payable with interest accrued thereon.

9.(4) PERFORMANCE GUARANTEE:(As per para 16. (4) Part-II of GCC April-2022 and ACS-9)

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the

Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e. from 22 day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as Start-up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) (as per GCC-2022 ACS-11) in any of the following forms: -

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

Note:

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates,
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr. DFM/NCR/PRYJ (free from any encumbrance) may be accepted.

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

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

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

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

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 – 5% (inclusive)	Nil
Below 5%	5%

10. Eligibility criteria (As per clause 10 of part-I of GCC April-2022)

10.1 Technical Eligibility Criteria:

(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,
- or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,
- or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender,
- or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender,
- or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b (1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General

Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

The definition of “Similar work” for minimum eligibility criteria is defined as:

“Design, supply, erection, testing and commissioning of 1x25KV/2x25KV, 50 Hz, AC OHE Work/Feeder Work”.

10.2 Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC April-2022.

10.4 No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.

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

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

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution /split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value}$*

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

11 Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. **In addition to Annexure-V, in case of other than company/Proprietary firm, Annexure-V(A) shall also be submitted**

by each member of a partnership firm/Joint Venture(JV)/Hindu undivided Family (HUF)/Limited Liability partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto Two years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto Two years.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions /Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railways as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet). A duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

14. Documents to be Submitted Along with Tender

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

(ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (c) Partnership Firm:**
 - (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
- (d) Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
- (e) Company registered under Companies Act 2013:**
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
- (f) LLP (Limited Liability Partnership):**
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
- (g) Registered Society & Registered Trust:**
 - (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society /HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 15.** The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of

the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.

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

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

16. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

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

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the work under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: Joint venture shall be applicable for the cost of work more than Rs. 10 Crore and all the evaluation/decision shall be done as per GCC clause-17 of GCC April-2022 along with latest ammendments.

This para shall be applicable forworks tenders wherein tender documents provide for the same.

18.Participation of Partnership Firms in works tenders:

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

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or thepartnership deed should have been notarized as per the Indian Partnership Act, prior to submission oftender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowedto be modified / altered / terminated during the validity of the tender as well as the currency of thecontract except when modification becomes inevitable due to succession laws etc., in which caseprior permission should be taken from Railway and in any case the minimum eligibility criteriashould not get vitiated. The re-constitution of firm in such cases should be followed by a notarycertified Supplementary Deed. The approval for change of constitution of the firm, in any case, shallbe at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehandabout any such changes / modification in the constitution which is inevitable due to succession lawsetc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard GeneralConditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

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

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

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

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

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm.

The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

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

(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest-bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

20. VARIATIONS IN EXTENT OF CONTRACT (As per para 41 & 42 Part-II of GCC April-2022)

20.1 Modification to Contract to be in Writing: In the event of any of the provisions of the contract required 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 and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

20.2 Powers of Modification to Contract: The Engineer on behalf of the 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 materials supplied against a specific order.

(i) 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, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

a. Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items.

However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

20.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

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

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

(a) (i) The Contractor shall not sub-contract the Works comprising more than 40% (fourty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contractr Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purpose of computing the value of sub-contracts under this clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply EQUIPMENT]. The Parties agree that all obligation and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Menber.} \$

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring agency will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(iii) There is no banning of business with the sub-contractor in force over IR.

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

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

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

- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
 - (f) The Contractor shall indemnify railway against any claim of subcontractor.
 - (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
 - (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
 - (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
 - (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

22. Environmental and Forest clearances: The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii) of GCC.

23. Communications 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 inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

PART - I

CHAPTER II

SPECIAL CONDITIONS OF CONTRACT

1.2.1 This Tender shall be governed by Preamble and General, Special conditions, Technical Specifications and Standard GCC April-2022 with latest amendments.

1.2.2 If there are varying or conflicting provisions in the documents forming part of the contract. Sr.DEE/TRD/PRYJ shall be deciding authority with regard to the intentions of the provision and decision will be final and binding on the contractor.

1.2.3 Scheme of work - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for design and various documents enumerated in tender papers to the purchaser.

1.2.4 Quality Assurance Programme in Supply and Erection

a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research, Design and Standard Organisation/Central Organisation for Railway Electrification. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing of prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the prototype tests on his own cost in a testing laboratory approved by the Purchaser. Only tested quality steel shall be used. The contractor shall ensure that the Purchaser's prescribed Quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials/components and fittings/equipments required for the work.

b) **Quality of Materials and Erection-** All erection work carried out shall also be of the best quality acceptable to the Purchaser. **The work shall be carried out as per latest RDSO specification/ CORE specifications/IS as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.**

1.2.4.1 a. Quality Assurance Materials- All the equipments, materials, fittings and component will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor. **Materials-** All the equipments, materials, fittings and component will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor. **The materials will be inspected by the Purchaser or his representative either at the manufacturer work or at the Contractors' depot as per following procedure:**

i) **Consignee Inspection-** Items with total value of order less than Rs 5.0 lakh shall normally be inspected by Consignee.

ii) **RITES Inspection-** Items with total value of order more than Rs 5.0 lakh shall normally be inspected by RITES.

Note- In cases, where due to any special reason, consignee inspection is proposed in cases of ordered value above Rs 5.0 lakh, the same should be done with the approval of the Competant authority.

The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the

quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

The manufacturer of components such as fittings, mast etc. shall have embossing of the company's name/make & year as per the specification/drawing.

The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

- b. Erection** - All erection work will also be subjected to the quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specification and approved drawings and designs and purchaser's prescribed quality assurance standards.
- c. Expenses of Purchaser' Representative-** All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilised in work or not.
- d.** The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- e. Quality Assurance Programme.** - For proper control of quality and to ensure that the materials, equipments and fittings are manufactured according to specification and the erection in according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality Assurance Programme shall also meet the requirement of the purchaser's prescribed quality Assurance Standards. This programme of the Contractor shall generally cover the following: -
 - 1. The organisation to manage and implement the quality assurance Programme.
 - 2. The documentation control system:
 - i. Basic control system.
 - ii. Adopted at manufacturer's work
 - iii. Adopted at the Contractor Depot and work site.
 - 3. Procedure adopted for:
 - i. Source Inspection.
 - ii. Incoming raw material inspection.
 - iii. Verification of material purchased.
 - iv. Fabrication Controls.
 - v. Site erection controls.
 - 4. Inspection and Test Procedure for:
 - i. Manufacture and quality control procedure.
 - ii. Field activity.
 - 5. System of handling and storage.
 - 6. System of quality audit.

7. System of maintenance of records.
8. For the purpose of obtaining 'On Account Payment', the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality Assurance standards which should inter alia cover the following as may be applicable in each case.
 - i. Material test reports on raw materials used.
 - ii. Material type and routine test report on components specification.
 - iii. Inspection Plan with reports of the inspection Plan check points.
 - iv. Routine test report.
 - v. Factory test results as required under the specification.
 - vi. Quality audit report including test check report of Purchaser's representative if any.

1.2.5 Loss In Transit- If loss or damage occurs to the stores or any part thereof during transit by rail, the contractor shall have only such remedy as is available to the Public against the carrier under the Indian Railway (Amendment) Act - 1961, No.39 of 1961.

1.2.6 Force Majeure Clause: (As per para 17 Part-II of GCC April-2022)

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/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance 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 whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

1.2.6–A Extension of Time in Contracts: -(17A of GCC)

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

(i) Extension due to Modification: (17A(i) of GCC)

If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) Extension for Delay not due to Railway or Contractor: (17A(ii) of GCC)

If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time

necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways: (17A(iii) of GCC)**

In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the 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 therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

(iv) **Extension of Time with Liquidated Damages (LD) for delay due to Contractor: (17B of GCC)**

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the ***rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.***

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and

rescind the contract under Clause 62 of these conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

1.2.6-C: Bonus for Early Completion of Work (17 –C): As per GCC.

1.2.7 Assistance by Railway for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed 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 works including employment of labour and the 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.

NOTE: In the event that the Contractor experiences a shortage of materials required for the execution of the Works, and such materials are available in the Purchaser's stock, the Purchaser may, at its sole discretion, supply the said materials to the Contractor on a loan basis. The Contractor shall be obligated to return the loaned materials upon receipt of its own supplies or prior to the issuance of the Last Provisional Acceptance Certificate (PAC) or Final Completion Certificate, whichever occurs earlier.

The value of the loaned materials shall be determined by the Purchaser based on the Scheduled Rates as specified in the contract. An amount equivalent to the computed value of the loaned materials shall be withheld by the Purchaser from the progress payments due to the Contractor against the specific items and quantities of work wherein the loaned materials have been utilized, including but not limited to the erection of the said materials or any composite items incorporating the same.

In the event that the Contractor fails to return the loaned materials prior to the issuance of the Last PAC or Final Completion Certificate, the loaned materials shall be deemed to have been sold to the Contractor. The recovery of the value of sold material would be on the basis of the issue rate or market rate prevailing at the time of supply whichever is higher, plus 5% freight charges and 2% incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges OR Scheduled rates whichever is higher. The recovery would be made from any bill submitted by the contractor subsequently either 'On Account' or 'Progress' payment duly adjusting the above referred withheld amount.

1.2.8(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

1.2.8.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site

and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply.

1.2.8.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

1.2.8.(4)(a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

1.2.9 Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted 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 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.

1.2.10 Contractor's drawings etc. –

All calculations, designs, drawings, schedules, information data progress charts etc. required by the Purchaser's Engineer in connection with the contract, shall be furnished by the Contractor at his own expenses up to satisfaction of Railways.

(a) Adherence to Specifications and Drawings:

The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3) of GCC. The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the contractor performs any work in a manner contrary to the specifications or drawings or any of them and without such reference to the engineer, he shall bear all the costs arising or ensuring therefrom, and shall be responsible for all loss to the Railway.

(b) Drawings and Specifications of the Works:

The contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary, available to the engineer and the engineer's representative.

(c) Ownership of Drawings and Specifications:

All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are 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 by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

(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 of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

1.2.11 Traffic Blocks/Power Blocks/Shut Down:

- a. The Purchaser will make arrangements to obtain power blocks/shut down (hereinafter referred to as blocks) for works to be carried out along or adjacent to the track.
- b. Blocks will be granted during day & night hours continuous. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost.
- c. Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private number etc with the traffic control will be carried out by the Purchaser's staff and for this purpose the Purchaser will depute a representative for each erection gang, who will be responsible for imposing power blocks/shut down and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by the Purchaser's representative in case of works involving safety of running tracks.
- d. Blocks required for carrying out works necessitated by the thefts, pilferage, accidents or such other incidents, shall be granted by the Purchaser over and above the normal requirements of block.

1.2.12 (a) Correctness of Work and Materials - The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the works according to approved drawings, notwithstanding that he may have assisted by the Purchaser or his men in setting out the same.

(b) If any dimension figured upon a drawing differs from that obtained by scaling the drawings the figured dimensions, should he normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Purchaser's Engineers and the discrepancy set right before execution.

1.2.13 a. Contractor's Responsibility for discrepancy-All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The Purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the Purchaser, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipments after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall be with contractor unless the Purchaser insists on adoption of his own designs inspite of the Contractor not being agreeable to it.

b.The Contractor shall be responsible for and shall bear, and pay the cost for any alternation or works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Purchaser or not.

1.2.14 Additions and alterations to erected equipments –

The purchaser may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the

installations coming with the purview of the Contract has been put into commercial service. Further it may be necessary and expedient to energise overhead equipment which has been completed and finally adjusted in portions in yard/s. This will necessitate erection of new equipment in the vicinity of or joining energised equipment. In case the prices for such additional works or modifications are not covered by the schedule of price and are such that either party considers additional prices for such works justified, such additional works or modification shall be carried out, only after the additional prices proposed by the Contractor are accepted by the Purchaser. In case additional installations or modifications are required to be carried out under this para, the Purchaser shall grant a reasonable extension of time, should it be necessary.

1.2.15 Training of Purchaser's Staff- The contractor shall train, free of charge, in a manner mutually agreed between the Purchaser and contractor, such staff of the Purchaser as may be deputed by him, and the wages and allowances and all other associated expenses of such staff shall be paid by the Purchaser.

1.2.16 Work by Other Agencies-

a. Any other works undertaken at the same time by the Purchaser or the Railway direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Purchaser shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Purchaser in order to permit simultaneous execution of his own works and these undertaken by other contractors or the Railway without being entitled on this account on any extra charge.

b. The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

c. If the purchaser is unable to supply materials to the contractor as specified in the contract, in time, the contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in supplied will be reasonable ground for extension of completion date/s for the work.

d. In the course of checking/finalizing of layout plans and general arrangement drawings for modified Transmission line, the contractor shall prepare a list of infringements if any exist, and advise the purchaser in time.

1.2.17 Infringement of patents

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

b. In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a licence, the signing of the Contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.

c. **Indemnity by contractor.** -The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason

of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

1.2.18 Insurance:

a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to person who shall be employed by the contractor in or about the site of the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he requires so in his name.

b) Insurance of man, materials and installations.

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the Purchaser at common law or under any statute in respect of accidents to person's Installation are provisionally handed over to the purchaser. For this purpose, the traction installation in a section shall be deemed to have been provisionally handed over when provisional acceptance certificate is issued for the section or the traction installation in the section or commissioned or on the expiry of three months after installation are given ready in all respect for handing over, whichever is earlier, for commercial use. The contractor shall not be liable for losses or damages to equipments erected, in the course of erection or in stores at the contractor's depot in consequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured, such losses or damages shall, if required by the purchaser, be made good by the contractor at the cost of the purchaser.

c) The contractor should, however, ensure the materials brought to site against risks in consequence of war and invasion as required under the emergency risks (goods) Insurance Act 1962 from time to time.

d) The contractor shall take out all insurance covers in connection with the contract with the General Insurance Corporation of India.

1.2.19 Accident

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

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

c. The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.

d. The contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to railway accidents, thefts, pilferage or any other cause, without delay to minimise or to avoid traffic detentions, in a section until the installation are provisionally handed over to the purchaser.

1.2.20 Safety measures – (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway premises, but shall

then conform to the rules and regulations of the Railway if and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall apply in writing to the purchaser to provide flagman on look out men for protection of such persons. The purchaser will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such men required to protect the gang or gangs of contractor's staff working at site. The purchaser shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work whether or not the purchaser decides to post flag men at any particular site of work. The flagmen will be appointed by the purchaser and no expense on this account will be charged from the contractor.

b). Blasting of rocks for foundation work shall be done only after due notice is given to the purchaser and time/s and date /s for blasting operations agreed to by the purchaser. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Purchaser's flagmen on duty take necessary step to protect trains and the track is adequately protected by the contractor against damage by blasted rock. The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks.

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

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

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

f) The contractor shall be responsible for safe custody of all equipment still provisional acceptance.

g) Deleted

a) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by the bad design, workmanship material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.5 lakh for any one accident.

1.2.21 Provisional Acceptance:

- a) The work involves for OHE/PSI work and immediately after completion of works at each stations/section mentioned below/ switching station/LT transformer or in a section of overhead equipment, the Contractor shall certify and advise the Purchaser in writing that the station/s or section is/are (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it into operation.
- b) The test or tests as stipulated in the specification excluding power collection tests which would be carried out subsequently in connection with the taking over by the Purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the contractor within a month after the receipt of the contractor's notifications, as stated in sub-para/s above.
- c) After inspection and satisfactory conclusion of tests and when the purchaser is satisfied with the satisfactory working of the installations he will issue a 'Provisional Acceptance Certificate' which would be signed by both the parties. The Provisional Acceptance Certificate will not be withheld for any minor defects.

- d) Should the result/s of inspection and the test/s be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the Purchaser. Fresh inspection and test will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications and approved drawings and designs.

In such a case, or in case of delay in completing the work under this contract within the time limit, the Purchaser reserves the right if he deems it possible to use in a reasonable manner any section or any part of the section even if some installations of the section are not completely erected. The Purchaser will give to the contractor for this purpose seven days previous notice. The contractor shall then take at his own expense all necessary steps to complete the works in accordance with, the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding three months after completion of the relevant sections as indicated in sub-para/s above.

Note: 1. The work consists of 25kV OHE modification and Provisional acceptance certificate will be issued immediately and after all tests are completed to the satisfaction of the purchaser. Should the purchaser be unable to complete the tests and energisation of the line within a reasonable time which shall not exceed 1 month from the date of contractor's notification, the issue of provisional Acceptance Certificate shall not be delayed and shall be issued within a maximum time of 3 months after notification has been issued. The power collection tests shall normally be carried out for the entire section within three months of the date of energisation of the section.

2. The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects which may reasonably be considered not essential for energisation and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

1.2.22 Defective equipment to be changed

Notwithstanding the issue of Provisional Acceptance Certificate and partial or full use of any equipment, if the completed equipment or any portion thereof before it is finally taken over at the end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the Contract and/or its purpose, the Purchaser shall normally give the Contractor prompt notice setting forth the particulars of each defects or failure and the Contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by the Purchaser's Engineer, at his own cost in all respects to make it comply satisfactorily with the said requirements. Should the Contractor fail to do within a reasonable time the service of the said notice upon him, or should time not permit of service of such notice, the Purchaser may repair or reject and replace the whole or part of such defective equipment as the case may be, at the cost of the Contractor. The Contractor's full liability under this clause shall be satisfied by the payment to the Purchaser of the extra total cost, if any, of such replacement delivered and erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the Contractor's price for the plant so replaced, plus the sum, if any, paid by the Purchaser to the Contractor in respect of such defective equipment. Should the Purchaser not soreplace the rejected equipment within a reasonable time, the Contractor's liability under this clause shall be satisfied by the repayment by the Contractor of all money paid by the Purchaser to him in

respect of such rejected **equipment**. Rejected/defective materials shall be returned to the Contractor to the extent possible.

(b) Provisions of this para will apply only in respect of the equipments and components supplied by the Contractor or his sub-Contractor.

1.2.23 Use of Rejected Equipments –

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and, in particular, without prejudice to his rights under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially, the contractor shall not be entitled to the payment on energisation until such rejected equipment is rectified and/or replaced, but the Purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period.

1.2.25 Guarantee –

- a) The Contractor shall guarantee that all the equipments and works executed under this contract shall be free from all defects and faults in material, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity with the technical specifications, drawings and other contract stipulations, **for a period of 18 months** from the date of commercial operation or from the date of Provisional Acceptance by the Purchaser whichever is earlier.
- b) During the period of guarantee the Contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and/or defects in the equipment supplied by the Contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or substitutions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with the Sr.DEE/TRD/PRYJ or his successor(s)/Nominee.
- c) During the period of Guarantee the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractor whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment and components detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost of repairs carried out on his behalf by the Purchaser at site. In such a case, the contractor shall be informed in advance of the work proposed to be carried out by the Purchaser.
- d) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the para-aforesaid then the provision of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six month from the date of such replacement or renewal or until the end of the above-mentioned period whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Purchaser may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the Purchaser may have against the Contractor in respect of such defects or faults.

- e) The repaired or renewal parts shall be delivered and erected on site free of charge to the purchaser.
- f) Any materials, fittings, components or equipments supplied under 19(2) shall also be covered by the provisions of this paragraph. The liability of the Contractor under the guarantee will be limited to re-supply of equipments, components and fittings made under 19(2). Such re-supply shall be affected at the Contractor's depot or, in the event of closure of the depot, at the store's depot of the Engineer-in-charge of maintenance of overhead equipment of the section covered by the contract.
- g) In the case of materials, components, fittings and equipment supplied by the Purchaser no liability will rest on the contractor for failures on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned by the Contractor to the Purchaser and such quantities will be considered for the purpose of final reconciliation over and above allowances as per Part I, Chapter IV.

1.2.26 Final Acceptance

- (a) The final acceptance of the entire equipment installed on the Group shall take effect from the date of expiry of the period of guarantee as defined in paragraph 1.2.25 of the expiry of the last of the respective periods of guarantee of various sections for which provisional Acceptance Certificates are issued or brought into commercial operation, provided in any case that the Contractor has complied fully with his obligations under clause 1.2.25 in respect of each section of the Group, provided also that the attention has been paid by way of maintenance by the Purchaser.
- (b) If on the other hand the contractor has not so complied with his obligation under para 1.2.25 in respect of any section, the Purchaser may either extend the period of guarantee in respect of that section until the necessary works are carried out by the Contractor or carry out those works or being them carried out suo moto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.
- (c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause.

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

1.2.27 Payment –

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

- i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Purchaser any quotation/invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anywise relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the purchaser on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Purchaser that materials supplied by him are in accordance with the specifications laid down in the contract.
- ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Purchaser shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the purchaser for subletting whole and/or part of the work to any sub-contractor.
- iii) The obligations imposed by sub-clause (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the contract.
- iv) It is an agreed term of the contract that the purchaser reserves to itself the right to carry out post-payment Audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

1.2.28 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 make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. 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 thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway 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.

1.2.29 Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses 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 free access to the said sheds, store houses and yards at any time for

the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or 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, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

1.2.30 Provision of Efficient and Competent Staff at Work Sites by the Contractor (Clause-26 Part-II of GCC)

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

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

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

1.2.30 A. Deployment of Qualified Engineers at Work Sites by the Contractor: -(Clause-26A Part-II of GCC)

1.2.30A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

1.2.30A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

1.2.30A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

Note: - Contractor shall also employ following qualified Engineers during execution of allotted work:

- (i) One qualified Graduate Engineer for supervision of work.
- (ii) One qualified Supervisor for monitoring safety of work at site.

Further in case the contractor fails to employ the qualified Engineer/safety supervisor, as aforesaid above, in terms of above Para, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in para (i) and (ii) above respectively.

1.2.31 Equipments, components and material received for work –

The Contractor shall utilise all equipments, components or materials, procured specifically for the purpose of execution of the work, in the work or other requirements. Any surplus materials left over at the end of the work shall not be disposed off without prior approval of the Purchaser in writing. The purchaser may within a period of six months from the date of Provisional Acceptance of the last section/switching station, notify the Contractor of the Purchaser's interest in any or all of the surplus materials and shall have the right to take over the materials, so indicated at quoted prices. The materials so notified by the Purchaser shall be taken over by the Purchaser and paid for in full. The Contractor may use in any manner deemed fit, only such surplus materials which are not covered by the Purchaser's notification after getting the approval of the Purchaser in writing.

1.2.33 All payments in respect of the contract during the currency of the contract shall be made through electronic clearing system (ECS)/Electronic funds transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Form-16 of the tender document. However, if the facility of ECS/EFT is not available at a particular location, the payments shall be made by cheque.

1.2.34 Disaster Management over NCR:

Vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives in terms of Board's letter no. 2003/CE-1/Misc/3 dtd 15.7.03.

A data base should be kept ready in respect of the equipments available with the working contractor which can be used in train accidents/natural calamities involving human lives in the construction office. This data base may also be kept on Railway's secured website which can be accessed by the concerned official of the Railways. However only authorized officials should be able to edit the same.

1.2.35 CONTRACTOR'S DRAWINGS ETC.

Any calculations, designs, drawings, schedules, information, data, progress charts etc. required by the Purchaser's Engineers in connection with the Contract, shall be furnished by the Contractor at his own expenses. The Contractor will not be required to furnish drawings, designs and calculations etc. for basic designs and employment schedules provided by the Purchaser in case no modification/ deviation is proposed by the Contractor for a particular basic design/employment schedule. In case of new developments in designs, comments on Research Designs and Standards Organisation (hereinafter called R.D.S. O's) basic drawings/designs/employment schedules will be submitted by the contractor to the Purchaser. If the R.D.S.O.'s drawing/design/employment schedule is not revised, Contractor need not submit drawings/designs/employment schedules to the Railway Electrification. In the event of the Contractor suggesting any Alteration/ deviation, which is approved by R.D.S.O. the Contractor will re-trace the drawings and supply copies after approval by Purchaser/R.D.S.O. All designs/drawings/ calculations/data submitted by the contractor for execution of the work shall become property of the purchaser and Railways reserve the right to use them for any work, in any manner deemed fit. In case of any ambiguity in the interpretation of design & drawings, the decision of the purchaser shall be final and conclusive.

1.2.36 Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

1.2.37 Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

1.2.38 Accepted Programme of Work: (As per clause-19(3), part-II of GCC with latest amendments) The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (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 and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

PART-I

CHAPTER - III

PRICE AND PAYMENT

1.3.1 Scope

This chapter deals with prices to be paid for supply and/or erection of various items of work or for supplies and other amounts payable in accordance with accepted schedule of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the contractor as per the terms and conditions of the contract.

1.3.2 Schedule of Prices

(a) (i) Prices for item with SOR

The rates given against various items of work in IREPS Schedule of the tender papers are the standard schedule of rates (S.O.R.). The tenderer are required to quote SINGLE percentage below/at par/above against the SOR updated cost while quoting the summary of prices **on IREPS site**. The actual payment to be made against any item of Schedule shall be derived after loading the updated SOR prices with the tenderer's quoted percentage. The prices so obtained shall be the prices for the various items of work given in IREPS schedule.

(ii) Non-Schedule Items

These are the non schedule items and the tender shall quote single percentage of non-Schedule Items below/at par/above on estimated cost. The summary of prices of these items shall be included along with the summary of prices of items with SOR /NS for Schedule of Quantity and Rates.

(iii) All prices as above shall be FIRM irrespective of minor variations in basic quantities and use of alternative types of various components and fittings approved by the purchaser. Minor changes in the basis designs shall not affect unit prices, so long as such changes are mutually agreed to by the purchaser and the contractor

(b) Unit Prices for Materials

The prices offered in tender shall include all Taxes, Duties and levies (including Octroi etc.) applicable on this works contract. Therefore, they should quote their prices taken into account, the rate of taxes as leviable in the event of sale through works contract to the Central Government Organization in that state. It is clarified that required forms applicable for this purpose will be supplied to the contractor as applicable in the state where the contract is being executed. The prices shall also include provision for losses and wastage in transit and erection.

(c) For Erection

The prices offered in tender shall include cost of erection and testing to be done by the Contractor to the extent indicated in the schedule and also cover all cost of administration of the contract, insurance premia, bankers' charges for guarantees, cost of stamps, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work. The unit prices shall include cost of works and adjustments necessary to be done by the contractor during or after the tests carried out by the purchaser as per tender conditions.

1.3.3 Price Variation Clause (PVC): (Clause-46A Price Variation Clause (PVC) of GCC April 2022 & Railway board has issued Advance Correction Slip no. 1 to Indian Railways Standard General Conditions of Contract, April-2022 vide letter no. 2022/CE-I/CT/GCC- 2022/Policy dtd 14.07.2022)

Applicability: -Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Price Variation Clause will be applicable as per clause 46A of Indian Railway GCC April-2022 with Advance Correction Slip no. 1 to Indian Railways Standard General Conditions of Contract, April-2022 or latest amendments.

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value **above Rs. 2 Crores**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation):

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

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

46A.3 Validity: Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

46A.5 No price variation shall be admissible for fixed components.

46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A,2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D,4D,5D,6D, 8D& 9D	3E,4E,5E,6E, 8E& 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0

5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

The classification mentioned in the table above represents following type of item(s) in the work(s)-

1 Earth work in Formation

1A All Item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E

4B Item(s) for supply of Steel

4C Item(s) for supply of Cement or/and Grout

4D Item(s) for Fabrication & Erection of Structures including supply of Steel

4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

5D Item(s) for Fabrication & Erection of Structures including supply of Steel

5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel

6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel.

7 Permanent Waylinking

8 Platform, Passenger Amenities

8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E

8B Item(s) for supply of Steel item/fittings

- 8C Item(s) for supply of Cement Item
 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
 9B Item(s) for supply of Steel
 9C Item(s) for supply of Cement or/and Grout
 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

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

- (i)
$$L = \frac{(W \text{ or } W_{SF} \text{ or } W_{F} \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$
- (ii)
$$M = \frac{(W \text{ or } W_{SF} \text{ or } W_{F} \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$
- (iii)
$$F = \frac{(W \text{ or } W_{SF} \text{ or } W_{F} \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$
- (iv)
$$E = \frac{(W \text{ or } W_{SF} \text{ or } W_{F} \text{ or } W_{SFL} \text{ or } W_{FL}) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$
- (v)
$$PM = \frac{(W \text{ or } W_{SF} \text{ or } W_{F} \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$
- (vi)
$$S = \frac{(W \text{ or } W_{SF} \text{ or } W_{S}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$
- (vii)
$$C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

- (viii)
$$T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$
- (ix)
$$R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$
- (x)
$$N = [(P_T - P_O) / P_O] \times 85$$
- (xi)
$$I = [(I_T - I_O) / I_O] \times 85$$
- (xii)
$$G = [(M_Q - M_B) / M_B] \times 85$$
- (xiii)
$$Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

- L Amount of price variation in Labour
 M Amount of price variation in Materials
 F Amount of price variation in Fuel
 E Amount of price variation in Explosives
 PM Amount of price variation in Plant, Machinery and Spares
 S Amount of price variation in Steel Supply Item
 C Amount of price variation in Cement Supply Item
 T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)

R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under WS or/and WC or/and WSF or/and WF or/and WSFL or/and WFL and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SF} _L	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection/Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection/Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers- All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers- All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period
E _Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS

- S AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PM_B Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the base period.
- PM_Q Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
- S_B The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- S_Q The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- C_B Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- C_Q No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- R_T IEEMA price index for Steel Blooms (size 150mm x 150mm) for the month which is two months prior to date of inspection of material.
- R_O IEEMA price index for Steel Blooms (size 150mm x 150mm) for the month which is one month prior to date of opening of tender.
- P_T IEEMA price index for copper wire rods for the month which is two months prior to date of inspection of material.
- P_O IEEMA price index for copper wire rods for the month which is one month prior to date of opening of tender.
- Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z_O IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I_T RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
- I_O RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

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

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

SL	Classification	Rates to be used for calculating SQ or SB
1.	Reinforcement bars and other rounds	Average of per tonner rates of 10mm dia TMT & 25mm dia TMT; confirming IS 1786; Fe 500

2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (SQ /SB) in different Zonal Railways shall be as under:

SL	City	Railway
1.	Delhi	Northern, North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central & South Western

46A.10 Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e., either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.

In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

1.3.4 Quantities

(a) The approximate estimated quantities of various items of works are included in schedule in IREPS.

(b) Explanatory Notes

Explanatory notes for various items of work included in IREPS Schedule are given in Part I, Chapter V.

(c) New items of work

If during the execution of the work the Contractor is called upon to carry out any new item of work not included in Schedule, the Contractor shall execute such works at such prices as may be mutually agreed with the Purchaser before commencement.

1.3.5 Price of Equipments, Components and Materials – The prices of individual equipment, components and materials required for the work inclusive of all taxes / GST/ and insurance premia under the emergency risk (Goods), Insurance act in force if any shall be included in schedule rate. The prices shall be related to the actual prices of the components and materials

to the contractor as obtained by him at the time of submitting his tender. If required by the purchaser the tenderer/contractor shall substantiate such prices. No adjustment of rates is permissible if alternative approved fittings are used for any reason whatsoever.

1.3.6 Price of Additional supplies- The additional supplies will be taken over from the contractor at the price indicated in schedule.

1.3.7 Payments and recoveries– Subject to any deduction or recoveries which the Purchaser may be entitled to make under the Contract, the Contractor shall, unless otherwise agreed to, be entitled to get the following payments subject to conditions stipulated in subsequent paragraphs.

- i. On account payments.
- ii. Progress payments for supply and erection.
- iii. Payment for additional supplies.
- iv. Final settlement.

1.3.8 Invoicing procedure

a) The contractor shall submit his invoicing procedure for approval by the Purchaser within 2 months from the date of receipt of Letter of Acceptance of Tender. Separate invoices shall be submitted for different types of payment mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of supporting document wherever these are acceptable to the Purchaser's Engineer. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to the Purchaser's Engineer, with his consent.

b) Invoices shall be submitted only on the basis of agreed principles and prices, quantities and measurements of works completed shall be approved by the Purchaser's Engineer prior to the submission of invoices. For this purpose, the schedule of quantities and measurements submitted by the contractor for approval of the Purchaser's Engineer may be only upto the extent of work completed except in the case of payments on provisional acceptance.

1.3.9 “On -Account” payments: -

Supply Portion

- 80% payment against supply of material (material cost only) and 10% after Erection and balance 10% after completion of work on account bill.
- If for any item of work, price of material and erection is not separately available, 80% of the cost of item of work will be considered as material cost.

Erection Portion

- 90% payment against Erection and balance 10% after completion of work on account bill.
- Payment will be made by way of “On account” payment for claiming the bills duly certified by the Railway’s Engineer -in -Charge at site.
- All the bills for payment shall be accompanied with the following: -
 - i) Certificate of Challan, Inspection, test report and receipt of material by the consignee.
 - ii) The first payment shall be released only after the contractor has fulfilled his responsibility of submitting necessary documents/records in compliance with stipulated tender terms & conditions.
 - iii) Before submitting on account bill document related with applicable EPF, ESIC and wages paid shall be submitted as applicable.
- **Without submission of Performance Guarantee, no payment will be released to contractor.**
- **Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e., sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.**

1.3.10 Recoveries from the Contractor

- a) All the recoveries for materials supplied and services rendered by the Purchaser to the Contractor and other refunds due from the contractor shall unless otherwise specified, ordinarily be made by deductions from payments due to the Contractor covering the value of supply and erection in the progress payment for erection, and from payment on Provisional Acceptance.
- b) The cost of materials supplied by the Purchaser under para “SPECIFIED RAILWAY STORE” will be recovered in full by the Purchaser at the relevant price or book rate or last purchase rate, whichever is higher, to the extent of requirement of such materials from the payments to be made to the Contractor.
- c) The cost of materials if supplied under para “OTHER RAILWAY STORES” will be recovered in the manner indicated in the sub-para (a) above.
- d) The materials supplied under above paras under “OTHER RAILWAY STORES” in Part I Chapter -II shall be covered by the standing indemnity bond.

1.3.11 Progress payments for supply and erection (General).

The progress payment for supply and erection will be affected as under:

a) Foundation

On completion of foundations in each subsection, the Contractor shall receive payments to the 90% of the prices for foundations under item, 2, of schedule.

Other items of supply & erection

- b) On completion of erection of other items included in Schedule, on each sub-section, the contractor shall receive payment to the extent of 90% of the erection and supply prices.
- c) The portion of progress payment towards the supply shall be progressively set-off against “On Account Payment” made under para 1.3.9 until the entire on account payment are adjusted. Thereafter, the progress payment towards the supply shall commence. For the progress payment towards erection, the contractor shall receive payment to the extent of 90% of the erection price included in Schedule.
- d) All the above payments shall be subject to any recoveries which may be due under para 1.3.10.
- e) Balance 10% payment will be made after completion of work.

1.3.12 Payment for additional supplies

The contractor shall receive payments for additional supplies ordered, if any, in accordance with the prices included in Schedule 1, on delivery of such supplies to the purchaser after due adjustment against 'On account' payment made in terms of tender conditions.

1.3.13 Income Tax, GST & other Taxes- The Income Tax, GST and other taxes etc shall be applicable as per latest extent rules.

- (a) Under section 194-C of the income Tax Act. 1961 deduction of 2% or as applicable on Income Tax will be made for sums paid for carrying out the work under this contract.
- (b) All taxes, duties & levies (including Octroi etc.) arising out of the transactions between the contractor and his sub-contractors/Suppliers for this work will be included in the rates quoted by the contractor in the relevant schedule.
- (c) Wherever the law makes it statutory for the purchaser to deduct any amount towards GST or works contract or any other deduction, the same will be deducted and deposited with the concerned authority.
- (d) The tenderer for carrying out any construction work in Uttar Pradesh must get themselves registered from the Registering Officer under Section-7 of the building and other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and the building and other Construction Workers Welfare Cess Act 1996 and rules made there to by Uttar Pradesh Government and submit the certificate of Registration issued by the said Registering Officer. For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of

construction work to be deducted from each bill. Cost of material shall be outside the purview of the cess, when supplied under a separate schedule Item.

1.3.14 Payments for surplus Materials –

The Contractor shall receive payment on prices included for the surplus materials taken over by the Purchaser on delivery of such materials to the Purchaser.

1.3.15 Final settlement -

On expiry of the Guarantee period and issue of the Certificate of Final Acceptance of the entire installations the security deposit will be refunded to the contractor after adjustment of any dues payable by the contractor.

1.3.15A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14(Fourteen) days suo-moto notice (as per annexure- VIIA of GCC), if the Engineer is of the opinion that :

(i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,

(ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work; and

(iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB of GCC). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above-mentioned offloading of works.

1.3.16 Measurements-

(a) Payment for field work shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the contractor will not be entitled to any extra payment, unless dimensions where increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs. In case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.

(b) The measurements will be made generally in accordance with standard engineering practice and in conformity with the explanatory Notes for Schedule in IREPS.

(C) As per Railway Board Letter No. 2017/CE-I/CT/9 dated 31.05.2023, for all contracts costing more than Rs. 5 Crore, Contractor's e-MB is mandatory, detail letter attached.

1.3.17 Mobilization Advance: DELETED.

1.3.18 Wages to Labour (Clause-54 of GCC April 2022): 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 thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the 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 moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

1.3.19(i). Apprentices Act (Clause-54A of GCC April 2022): The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder 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 provisions of the Act.

1.3.20 Provisions of Payments of Wages Act (Clause-55 of GCC April 2022): The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be 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 moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India 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.

1.3.20(i) . Provisions of Contract Labour (Regulation and Abolition) Act, 1970 (55-A of GCC):

1.3.20A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

1.3.20-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

1.3.20A.(3) The Contractor shall pay to the labour employed by him directly or through sub- contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub- contractors in connection with the said work, as if the labour had been immediately employed by him.

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

1.3.20-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the 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 the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

1.3.20-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952(55-B of GCC): The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

(55-C of GCC) (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or

Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan Portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, _Year."

1.3.20-D (55-D of GCC) Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

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

1.3.21-Rates for Items of Works: -(Clause-37 Part-II of GCC)

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions (GCC) and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the 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

or taxes and impositions payable to local authorities in respect of land, structures and all materials supplied for the work or other duties or 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.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax / cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion / date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes / cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax / cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills / Security Deposit or any other dues of Contractor with the Government of India.

1.3.22 Demurrage and Wharfage Dues: (Clause-38 Part-II of GCC)

Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

1.3.23 (1) Rates for Extra Item(s) of Works: (Clause-39(1) Part-II of GCC)

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

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

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the 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.

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

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

(2) (39.2) of GCC) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-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 Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

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

1.3.25 Clearance of Site on Completion: (40 (2) of GCC)

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the 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 affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

1.3.26 Letter of Credit: Railway Board has issued letter for inclusion of “Letter of Credit” as Mode of payment in Works Tenders or Service Tender vide letter No. 2019/CE-1/CT/9 dt 04.06.2019

1. All works tenders or service tenders invited by Railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.

2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth:

(i) For all the tenders having advertised cost of Rs.10 Lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.

(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement system-the e-application on which tender or called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

(iii) The option so exercised, shall be an integral part of the bidder’s offer.

(iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:

(a) The LC shall be a sight LC.

(b) The contractor shall select his Advising/Negotiating Bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.

(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2019-20. SBI branches where the respective Railway Accounts office has its Account (Local SBI Branch) will be issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation there of shall be borne by the contractor and shall be recovered from his bills.

(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended there after shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.

(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from the against all losses, claims and demands of every nature and description brought or recovered against the Railway by reason of any act or omission of the contractor, his the agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by railways on this accounts shall be considered as reasonable compensation and paid by contractor.

(f) The LC terms and conditions shall inter-alia provided this Railways. Will issue a document of authorisation (formal enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorised amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the document of authorisation.

(h) The document of authorisation shall be issued by Railway accounts office against each bill passed by Railways.

(i) On issuance of document of authorisation, a copy of document of authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of document of authorisation shall also be sent by Railway accounts Office to Railway’s bank (local SBI branch).

(j) The contractor shall take print out of the document of authorisation available on IREPS and present his claim to his bank (advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of document of authorisation, bill of exchange and bill.

(k) The payment against LC shall be subject to verification from Railway’s bank (Local SBI branch).

(l) The contractor’s bank (advising bank) shall submit the documents of the Railway’s bank (Local SBI branch).

(m) Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed document of authorisation received from Railway accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's accounts.

(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

(p) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e. not through LC.

Request letter from Executive branch to Accounts office for opening of LC

Office of..... Railway
 No.....

Date.....

The PFA/Sr.DFM/Dy.FA
HQ/Division/Workshop/Cost

Sub: Opening of LC
 Ref: Supply Order/Contract Agreement No.

It is requested to open a sight LC against the above referred Order/Agreement in favour of the details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 month (LC Amount)
- (x) Beneficiary bank details
 - (a) Bank name
 - (b) Address
 - (c) Account No.
 - (d) IFSC code
- (xi) Validity /Period for which LC is to be opened

It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of

(Signature)

Name.....

Designation.....

(Official Seal)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated:.....

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No.Dated.....
(ii) Inland Letter of Credit No.....Dated.....

This document is issued against contract No.....(FROM IREPS).....dated..... for supply/work of (DESCRIPTION OF GOODS/WORK FROM IREPS).....

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR CODE) (Vendor Codeas per IRPES.....) is entitled to receive payment, aggregating INR....SSS.....(FROM ABSTRACT OF BILL PASSED).... out of a total LC amount of INR.... (FROM MASTER TABLE OF LC OPENED) against the first/seconds commercial Invoice No. (FROM IPAS) dated FROM IPAS For INR(FROM IPAS) Raised against the above contract from State Bank of India (branch FROM LC MASTER TABLE)..... On the strength of this Certificate.

The details of payments already made to the beneficiary under Letter of Credit are as follows:

<u>S. No.</u>	<u>Invoice No.</u>	<u>Invoice date</u>	<u>Invoice Amount (INR)</u>	<u>LCDA No.</u>	<u>LCDA date</u>	<u>Amount paid (INR)</u>

THIS PAYMENT :-.....SSS.....
LC BALANCE AFTER THIS PAYMENT:.....

(Signature of authorized Railway authority)

Name.....

Designation.....
(Official Seal)

PART- I
CHAPTER - IV

EXPLANATORY NOTES OF SCHEDULE OF RATES - SCHEDULE OF PRICES

SECTION 1 - GENERAL

- 1.4.1 Explanatory notes for various items of work in IREPS Schedule are given below:
- 1.4.2 The basic quantities of components and materials required to make up a unit of work for selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices of IREPS Schedule shall be made on that account. In estimating the prices for various items of work provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of components and materials required to make up a unit work, indicated herein, except where otherwise specified for materials supplied by the purchaser.
- 1.4.3 In the explanatory notes given in this Chapter, the term 'Small Parts Steel work' is meant to cover fabricated steel work made from rolled steel sections, complete with bolts and nuts and washers where required for fastening the small parts steel work to any structural member. The term "attachment" wherever used is intended to cover castings, forging, machined or welded components or fittings, which are attached directly to a structural member, or mounted on small parts steel work and shall include bolts and nuts for fastening the attachment to the structural member or small parts steel work.
- 1.4.4 In the explanatory notes given in this Chapter, the term "bimetallic connection" is meant to cover any connection between a copper conductor and an aluminum conductor. The clamps used for such connections shall be made up of a suitable aluminum alloy or copper alloy and the copper/aluminum conductor shall be wrapped with a bimetallic (aluminum copper) strip to prevent direct contact between aluminum and copper.
- 1.4.5 Special notes for measurements are included in this chapter under various items, where necessary.
- 1.4.6 **Reconciliation of materials supplied by the purchaser.**
- a) The following procedure shall be adopted for the final reconciliation of the various equipments, materials fittings and conductors supplied by the purchaser.
 - b) All the materials supplied by the purchaser shall be correctly accounted for and quantities reconciled on completion of the work by the Contractor. On completion of work, all surplus materials supplied by the Purchaser together with the ones found defective or that have become defective or broken on account of defective materials and/or workmanship shall be returned to purchaser by the Contractor.
 - c) **Steel-** Cost of rolled steel masts, gantry masts, fabricated steel work damaged or not accounted for, will be recovered at rates specified in note at the end of this para.
 - d) **Wires and conductors-** The purchaser will supply to the contractor all wires and conductors required for the work based on unit quantities, inclusive of erection allowances in accordance with the lengths of finished wires and conductors for new items of work. Out of the quantity as calculated above, the contractors shall return to the purchaser wires and conductors in longest possible bits or in the form of scrap as calculated on the basis of final quantities of item of work

of schedule and the quantities specified. The total length of finished wires and conductors deemed to have been erected will be the difference viz as calculated on the basis of the final quantities of IREPS schedule and the bare unit length specified with the lengths of finished wire and conductors for new items of work.

Notwithstanding the above, it is general condition that the contractor shall return to the purchaser all wires and conductors which have been supplied to him but not utilized on works. Should the contractor be unable to do so, the purchaser shall be entitled to recover the cost of such wires and conductors as specified in note at the end of para 1.4.6(e). For the purpose of reconciliation the length of wire or conductors deemed to have been supplied by purchaser to contractor will be the length stenciled on the drum and the length deemed to have been returned by the contractor will be the actual length of cut pieces and/or the length calculated on the basis of the actual weight of cut pieces scrap and liner density specified.

- e) **Other equipments, fittings and components-** The purchaser will supply the requirement of the various other equipment's, components or fittings if required. If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the prices inclusive of all charges as specified in Note below:

Note (i) If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the book rate or the last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges @ 12.5% of the total cost inclusive of material freight and incidental charges. Freight between the purchaser's source of supply and the contractor's depot shall be on the Contractor's account.

- (ii) No recovery/reconciliation shall however, be made as per the preceding paras if the items stated under clause 1.4.6 are made contractor supply by including the respective optional items in the contract.

1.4.7 **Released Material**

The contractor shall return to the purchaser all the released OHE material from the existing system at the first available opportunity but not later than a week at the purchaser's store. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

SECTION-2: PARTICULAR

SCHEDULE OF RATES AND QUANTITIES

Name of work:- 25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3rd Call).

Schedule of rates and quantity are given in IREPS schedule

EXPLANATORY NOTES & SCOPE OF WORK

Sub: - 25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3rd Call).

SCOPE of work: - 25kV OHE Modification work due to raising of Platform at Chandari (CNBI), Chakeri (CHK) and Maitha (MTO) stations and replacement of old FOB by 6.1 M wide new FOB at Rura (RRH) station of Prayagraj Division (3rd Call). (The work also consists of modification in 25kV OHE at various signal infringement's locations, sidings, yards, critical locations, etc. in main lines & all the associated lines as required by the Competent Authority).

Explanatory notes for various Items of work included in the Schedule of Quantity and Rates.

1. Items details in the Schedule of Quantity and Rates shall be read in conjunction with explanatory note of schedule of tender for respective items.
2. All items of provision mentioned in SOR covers Design, Manufacture, Supply of materials, Erection, Testing and commissioning as required including small parts such as bolts, nuts, locknuts, washers etc.
3. The tenderer shall ensure all safety measures like safety shoes, helmet, provision of Discharge rod, flag etc during execution of work site by contractual staff.
4. The quoted percentage will be applicable to each item and rate of tender schedule for deciding the amount to be paid to the Contractor.
5. The prices shall be commercially firm and without any ambiguity.
6. Basic Quantities and component of material required making up a unit of work for items mentioned in the explanatory notes are indicated for guidance purpose only. It is the sole responsibility of the contractor to supply the system as per design and therefore he shall work out the exact quantities of component required for completing the work and satisfactory operation of the system.
7. Offers quoted with deviations are likely to be rejected. However, In case of any deviations from the specification are proposed by the tenderer to improve the performance utility and efficiency of the equipment may furnish full particulars of the deviation with justification along with offer.
8. All the equipment and materials to be supplied by the Contractor against various schedule items should confirm to RDSO's / CORE's / I.S. specification and drawings. Material should be procured from sources approved by RDSO/CORE. Where such list is not available decision of the Engineer in-charge shall be final and binding.
9. Contractor should note that all specifications as per the latest amendments to RDSO's / CORE / IS and other relevant standard specifications shall be applicable unless specified otherwise.
10. The Contractor shall arrange all necessary tools, equipments, instruments, spares and other facilities for execution, liaison, checks and tests and commissioning as specified and decided by the engineer in-charge.
11. Testing and Commissioning: The successful tenderer shall demonstrate various efficiency and other related parameters as specified in the specification but not limited to during testing and commissioning validated with calculations and / or software as desired by the representative of the Electrical Engineer.
12. The information asked to be furnished shall be complete in all manners. If there is any entry like 'shall be furnished later' or blanks are left against any item, the tender is not likely to be considered.
13. Tower wagon shall be arranged by Railway for final checking of OHE if required.
14. The 25kV OHE work will be done as per availability of power block which may be either day or night.
15. Penalty shall be imposed by Railways to the successful tenderer with the discretion of competent Authority under following circumstance:
 - a) Bursting of power block during execution of work.
 - b) Improper workmanship

Detail Description of items in Schedule of Quantity and Rates

- (i) Notwithstanding anything to the contrary in this section, the entire requirements of the equipments, components and fittings for the work, listed in IREPS schedule will be supplied by the purchaser to the contractor. The prices in the IREPS schedule shall be exclusive of cost of supply of these items mentioned in IREPS schedule.
- (ii) In the case of wires, conductors, etc the prices for erection shall include any assembly work to be done in the contractor's depot prior to erection at site, such as fabrication of droppers etc to shapes and sizes required.

Schedule: - 01 SOR schedule of OHE work: -

Section-1 General

Item No.1(a): Preparation of designs and drawings for overhead equipment and feeder wire etc.

The price shall cover preparation of all drawings and designs required to be finalized by the Contractor. The Price shall include the following:

- i. Making and submission of wiring diagram, General supply Diagram, Sectioning diagram, overhead equipment layout plans, including stagger, location of cut in insulator, etc in Auto Cad.
- ii. Preparation of cross-section drawings and structure erection drawings for each structure location in Auto Cad.
- iii. Choice of type and size of foundations to suit soil and loading conditions except for the ones which are considered as "Works under other Agencies".
- iv. Preparation of long section drawings of overhead equipments where such drawings are required including detailed study of overline structures such as foot over bridges, road over bridges etc for maintaining the specified height of contact wire and requisite clearances.
- v. Preparation of other designs and drawings including drawings of small parts steel work (other than those for which RDSO standard drawings are available).
- vi. Supply of requisite number of copies of all drawings, including completion drawings specified to the Purchaser.

TRD Department have old LOP & SED in hard copy. Tenderer may collect the hard copy of the LOPs & SEDs (which are available at the Sr.DEE/TRD/PRYJ office) accordingly after detailed survey and approval of the same, Tenderer shall modify the existing LOPs & SEDs and submit to the Division in Soft (Auto CAD & PDF) as well as in Hard (Tracing paper & Blue print/Paper print) copy. After completion of part of the work the as erected drawing of LOP shall be given by the Tenderer in Soft (Auto CAD & PDF) as well as in Hard (Tracing paper & Blue print/Paper print) copy to TRD deptt. as final completion of work. Note: Tenderer shall also prepare the LOP for removal of critical location if required.

Distribution copies- On receipt of Purchaser's qualified approval to the Contractor's drawings, Schedule of quantities, the Contractor, shall submit original tracings of those drawings and schedules for the signature of the Purchaser in token approval within seven days of the receipt of approval and the Purchaser shall as far as possible return the same to the contractor within 7 working days there after. On receipt of the tracing from the purchaser, the contractor shall submit copies for distributions to field officers and other department as indicated below within 7 days of receipt of approval tracings:

- (i) Sectioning diagram-requisite number as required.
- (ii) Wiring diagram - requisite number as required
- (iii) General supply Diagram - requisite number as required
- (iv) OHE layout plans -requisite number as required
- (v) Cross section Drawing & Structure erection drawings - requisite number as required.
- (vi) Tenderer shall also prepare bonding plan & Supply of requisite number of copies of Bonding plan drawings.

- (vii) Firm shall supply as erected drawing of requisite number of copies after completion of executed work.

If required, the contractor may be asked to prepare pegging plans, Standard designs including fittings drawings, Special designs, Final pegging plans, Structure cross-section drawings, OHE profile drawings, Schedule of quantities for the section. No extra payment will be made for the preparation of such drawings.

Notes For Measurements -

For the purpose of payment against this item, the length of track shall be measured as under:

- i) **General-** By the difference in the chainages of the length under consideration, as incorporated in the layout plans.
- ii) **Turnouts-** the track taking off shall be deemed as starting from the toe of the switch of the turn out.
- iii) **Crossover -** the length of track shall be taken as the difference in the chainages of the toes of switches of the turnouts constituting the cross over.
- iv) **Diamond crossing with or without slips-** The two tracks crossing each other shall be measured independently as per note (i) above as though there were no crossing. No extra shall be provided for slip points.
- v) **Dead ends and tops of loops-** The lengths for payment under this item shall be upto the chainage of anchor mast of the terminating OHE.
- vi) **Feeders and return feeders from GSS to feeding Station:** This item will also be independent in case of feeders/return feeders/conductors from GSS to OHE feeding stations or in a case of feeders/conductors running on independent structures (not supporting OHE) along or across tracks.

Item No. 3(b) Erection of fabricated steel work other than masts-

The price shall cover cost of erection, alignment and setting before grouting, wherever required, of portal, gantries, 2 & 3 tracks cantilever structure including cantilevers and tower/steel work for feeders for traction sub-station, drop arms, standard supermasts and suspension brackets for feeders and return conductors, dwarf masts or stub masts for anchoring, complete with anchor plates drilled and welded in position, multiple cantilever cross arm, chairs, adopters for bracket assemblies and all other small parts steel works, the erection of which is carried out by the contractor irrespective of whether they are supplied by the purchaser or the contractor. The prices shall also include supply and erection of galvanized bolts, nuts washer's etc. wherever required as per approved designs and drawings. The price shall also include the cost of repairing of platform shelter in case the shelter is dismantled/removed/damaged during the course of erection of mast/portal at Platforms.

Note for Item 3(a) and 3(b)

The price for the item 3(a) and (b) shall also include the cost of stenciling of location number on masts/portal uprights in the manner as directed by the Purchaser. The price shall also include the straightening of masts/portal uprights bent during transit and cutting of masts/portal uprights to suit the site conditions.

Item No.7 (d): Accessories for Manual Erection of All Aluminum 25 kV Feeder/Return (Single Spider)

The price shall cover the accessories for manual shifting and erection of existing feeder wire which are dismantled from existing OHE mast and will be relocated on new mast. The price not include the cost of suspension assembly (which will be paid for under item-11) and termination (which will be paid for under item-8.) and small part steel work, complete with bolts and nuts etc, if any. The price shall also cover on a flat rate basis, the cost of supply of splices to the extent required. Feeder wire shall be supplied by Railway, if required

ITEM No. 8(b)(iii): Supply without Insulator and erection of materials for termination of all Aluminum 25 KV feeder/return conductor (single SPIDER): - The price shall cover supply of all materials required for the termination of an All Aluminium 25 KV feeder/return conductor (SPIDER),

including appropriate mast anchor fittings adjuster, strain clamp end fitting including 3 KV cut-in-insulator and 9-ton insulator assembly. However, the price shall cover erection of all materials including the 9-ton insulator (Cost of insulator will be paid in Schedule-1, Section-5) assembly and 3 KV cut-in-insulator (Cost of insulator will be paid in Schedule-1, Section-5). The price shall be including the cost of 9-ton insulator assembly and erection cost thereof.

Notes to item 8:

- (1) Small parts steel work completes with bolts and nuts wherever required, will be paid under item 3(a) or 3(b) and 3(c) as applicable and shall not be including in this item.
- (2) The prices under item 8(b)(iii) shall not include the cost of jumper connection (i) between feeders or return conductors and (ii) or feeders or return conductors to a busbar, overhead equipment or isolator switch which will be paid for under item 15.
- (3) The prices under items 8(b)(i) to 8(b)(viii) shall also include the cost of double eye distance rod (ID no. 5183), if provided for any type of terminations.
- (4) Supply and erection of materials for termination of catenary wire on either side of the portals at anticreep locations, will also be paid for under this item.

ITEM No. 31(a): -Transfer of equipment from one mast or support to another.

The price shall cover transfer of overhead equipment to a bracket assembly on a new mast or support and dismantling of the erected bracket assembly from the old mast of support and consequent adjustment to overhead equipment required such as re-spacing of droppers (including cost of dropper wire), leveling etc. the foundation and steel work and bracket assembly for the new mast or structure will be paid for under appropriate items 2,3 and 4 respectively.

ITEM No. 31(b): -Provision of an additional bracket assembly/assemblies on mast or support.

The price shall cover dismantling of an existing bracket assembly/assemblies and provision of a multiple cantilever cross arm wherever required, supplied free of cost by the Purchaser and erection of bracket assemblies on the multiple cantilever cross arm. The price shall include any consequential adjustment to traction overhead equipment such as re-spacing of droppers, leveling, etc. This price shall not include the price for supply and erection of any additional bracket assemblies, which will be paid for under item 4.

ITEM No. 31(e): Dismantling of feeder/return conductor: -The price shall cover dismantling of feeder, or return conductor including guy rods, terminations, suspension assemblies, super masts and associated small parts steel work.

ITEM No. 31(f): Splicing and extension of anchored overhead equipment.

The price shall cover splicing of terminated overhead equipment for extension and consequent adjustment of the affected equipment. The dismantled equipment (excluding portions embedded in concrete) shall be returned to the Purchaser's Engineer. The cost of dismantling of overhead equipment would be paid for under item 31(d) for the whole length of the anchoring span irrespective of the physical position of the splices. The extended overhead equipment shall be deemed as starting from the center line of the structure preceding the old terminating structure and the extended overhead equipment shall be paid for under item 6(a) or 6(b) or 6(c) as applicable.

NOTES FOR ITEM No. 31: -All claims under this item have to be supported by the following certificate to be furnished by the Contractor on the connected bill.

- (a) The modifications are not on account of non-compliance of specifications approved and instructions given by the Railways for execution of works.
- (b) The quantities of work involved for modification have been finalised jointly with the Railway's Engineers before taking the work in hand.
- (c) The dismantled material has been handed over to the Purchaser's representative.

Item No. 33b Extra on erection rates for steel work manually under item 3a (ii), 3b(i) 3b(ii) & 3b(iii).

The price under this item covers extra charges over and above, the erection rates of item No. 3 (a) (i), 3 (a)(ii), 3 (b)(i), 3 (b)(ii) & 3 (b)(iii) of schedule-1 without use of rail crane. The price payable under this item shall be 50% extra over the erection rates of the items referred to above, provided such work is not called for on account of non-compliance with specification, approved drawings and instructions given by the purchaser from time to time.

Section-2 Concrete

Item No. 2(b): Concrete for foundation & plinth in other than hard soil and rock: -

The price shall cover excavation, supply and handling of all material and accessories, temporary arrangements for excavation in other than hard soil and concrete/masonry drains/walls requiring use of chisel and hammer or requiring blasting. Shoring where necessary, casting concrete including frame work where necessary, tamping of concrete, grouting of masts and finishing the top of concrete foundation or anchor blocks. The price also includes dismantling of all concerted temporary arrangements, back filling with earth and compacting the same to the required height and width as per drawing to ensure safety of foundation, confining the exposed height of foundation block to within 10 cm. and removal of excavated soil from site to a dumping place as agreeable to purchaser. The price shall include the cost of cement. **In addition to this tenderer shall make the muff on the OHE mast/portals, retaining wall and other concreting work in the station area as well as in the block section locations.**

Concrete: - Concrete for foundations shall be nominal mix of grade M-10 obtained by mixing cement, coarse aggregate, fine aggregate and water in accordance with proportions given vide Table 3 of IS:456, 1978. For grouting, muffing, embedding of structures in foundations and for cable trenches at switching stations, nominal mix concrete M-15 obtained by mixing materials in proportions as indicated in Table - 3 of IS:456 - 1978 shall be used, volume batching may be adopted vide clause 9.2.2 of IS:456 - 1978.

In judging the acceptability of the materials, quality of concrete and the method of work, the Purchaser will generally observe the provisions of the "Indian Standard Code of Practice for Plain and Reinforced. Concrete, IS 456-1978. The crushing strength of concrete shall not be less than the limits given below: -
Crushing strength of 15 cm cubes by works test.

Concrete	At 7 days age	At 28 days age
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a. M-10	70 Kg/cm ²	100 Kg/cm ²
b M-15	100 Kg/cm ²	150 Kg/cm ²

Note:

(a) Test specimens of works tests shall be taken at the site of work for mixtures of concrete ready for pouring into the foundation hole. All tests shall be carried out in accordance with IS: 516-1959 or its latest version. The sample of concrete from which test specimens are made shall be representative of the entire batch. One Sample will be taken for each 50 cum or part thereof.

(b) Age is reckoned from the day of casting.

Size and Grading of Aggregates: The graded coarse aggregate 40 mm nominal size (table 2 of IS: 383-1970 or latest version) shall be used for foundation. A coarse aggregate for grouting muffs and embedding shall be 20 mm graded nominal size as per table 2 of IS: 383-1970 or latest version (Specification for coarse and fine aggregate from natural sources for concrete). Fine aggregate shall be graded from 10mm downwards. The maximum size of aggregate for under reamed pile foundation shall be 20 mm graded nominal size.

Sand Cored Foundations: After erection of masts in sand cored foundations, the core hole of the foundation blocks shall be filled with dried sand and covered with a layer of bitumen of 80 mm thickness below 30 mm from top level of the block. A hemispherical shaped muff shall be provided on such foundations in lieu of standard type.

Sinking of Concrete Shells: Where the water table is high, one or more sections of reinforced concrete shells may have to be sunk before casting concrete. The size of each shell shall be 1,200 mm outside dia x 50mm thick x 600 mm high reinforced with 6mm (1/4") dia rods spaced 150mm. Apart from both longitudinally and circumferentially, the concrete shall be of grade M-15.

Type of Foundation in Black Cotton Soil: The foundations in dry black cotton soil should be of type BC or NBC or any other type as approved by the Purchaser.

Cement: The cement to be used in the construction of PCC / RCC structures should be of Ordinary Portland Cement to IS:269 (or Latest version) or Portland Pozzolana cement (fly ash based) as per IS: 1489 Pt-I (or Latest version).

NOTE FOR ITEM 2(b).

- i) The prices under item 2 (b) shall be same for any shape or size of concrete blocks. In calculating the individual volume of concrete, fraction of a cubic meter beyond the third decimal shall be rounded off to the next nearest third decimal.
- ii) The prices under Item (b) shall apply for concreting of all foundations for mast, gantries portals and anchor blocks for guy rods and fencing uprights.
- iii) For the purposes of computation of volume of concrete under item (b), the volume of steel work embedded in the foundation block and muff if any shall be ignored.
- iv) Cost of all concrete will be paid for only under item (b).
- v) For the purposes of computation of volume of concrete under item (b), the volume of concrete shall include the volume of sand and bitumen in sand cored foundation. However, for the purpose of computation, of quantity of cement utilized in sand core foundations, the volume of the sand and bitumen used in core hole should be deducted from the total volume of the foundation.
- vi) For purposes of computation of volume of concrete, the volume of each muff for all masts shall be taken as 0.02 cum except for masts with balance weights and for each column of portal, each head span mast, 2 or 3 track cantilever masts, and special fabricated masts for which the volume of muff shall be taken as 0.08 cum irrespective of the size and shape of muff on a flat basis.
- vii) The prices under item (b) shall also include the cost of concrete cable trenches and trench covers at the switching stations as well as embodiment of drain pipes, where required.
The prices under item (b) shall also cover the cost of diversion of masonry/earth drain wherever necessary for casting of foundations.
- viii) In exceptional circumstances, such as mechanical breakdown of mixer, work in remote areas or power breakdown and when the quantity of concrete work is very small, hand mixing may be done with the specific prior permission of the Engineer subject to adding 10% extra cement.

NOTE: Nominal reinforcement will be necessary in black cotton soil foundations. Such nominally reinforced foundations in black cotton soil will be payable under item 2(b) and not under item 2(c). The steel for nominal reinforcement will be arranged by the Contractor and the concrete mixture, in such a case shall be as for normal foundations.

Section-3 Ferrous

ITEM No. 3(b)(i): Supply and erection of fabricated and galvanized structures (O,N&R type portals) with necessary components other than masts.

The price shall cover the cost of supply of O, N and R type portals with components as per RDSO's DrgNo.:

- (i) ETI/C/0008 Sheet No.1 latest Mod for 'N' type
- (ii) ETI/C/0017 Sheet No.1 latest Mod for 'O' type
- (iii) ETI/C/0011 Sheet No.1 latest Mod for 'R' type

The structures shall be fabricated from steel conforming to IS:2062/2006, Gr. E-250 (Fe 410 W), Quality-A, IS-808/1989 and galvanised as per RDSO's specification No.ETI/OHE/13 (4/84) with A&C slip Nos 1 to 3, with latest spec.

The price shall cover, cost of erection, alignment and setting before grouting, wherever required, of portals assembly of boom components and erection of the same. The prices shall also include

supply and erection of galvanised bolts, nuts washers etc. wherever required as per approved designs and drawings. The price shall cover assembling, adjustment and erection of all types of booms including TTC booms and any special structures across the track, not covered under item 3(b)(iii). The price shall also include the cost of repairing of platform shelters in case the shelter is dismantled/removed/damaged during the course of erection of a portal at platforms.

ITEM No. 3(b)(ii): Supply and erection of structural steel (traction mast) fabricated and galvanized, of all type B-Series Mast.

The price shall cover the cost of supply of B-Series traction mast 9.5 m and/or 11.4 m long i.e. B-Series Mast fabricated and galvanized as per RDSO Drg No. ETI/C/0071 (Mod-E), TI/DRG/CIV/B-Mast/00001/13/0 with latest mod and specification No. ETI/OHE/13 (4/84), with latest spec. Steel shall be conforming to IS-2062/2011 Gr. A and Zinc conforming to IS-209 latest. The price shall also cover the supply of all size of B-Series mast required which has not been mentioned.

The price shall cover cost of erection, alignment and setting before grouting of individual traction masts and main masts of Switching and Booster Transformers stations including those for head spans. The price shall also include the cost of repairing of platform shelters in case the shelter is dismantled/removed/damaged during the course of erection of a mast at platforms.

Note:(i) 11.4 m long masts shall have provision for erection of Brackets (Cantilevers) for conventional as well as for High Rise OHE.

ITEM No. 3(b)(iii): -Supply and erection of special fabricated & galvanised steel structure other than portals and traction masts not covered under item 3(b)(i) & 3(b)(ii).

The price shall cover the cost of supply and erection of special fabricated & galvanised steel structures (other than BFB/RSJ/B-Series masts and portals) for conventional and High Rise OHE. The structure to be supplied under this item shall be TTC, G-type, BFB type portals, Bridge masts, emergency masts and double/fabricated "S" series masts such as S3, S5, S7, S8, S-100, S-101, T-150, Dwarf Masts etc. Any other similar structure required during the execution of work shall also be supplied under this item.

The price shall include the cost of steel, fabrication, galvanisation, and supply at site for erection. Steel shall be conforming to IS-2062 Gr. 'A' SK 2011 (latest), Zinc conforming to IS- 209/1997 (latest) and galvanisation to RDSO's specification No. ETI/OHE/13(4/84) with A&C slip No.1 to 3, with latest spec.

The various structures covered under this item are: -

SN	Description	Drg No.	Mod
1.	TTC with 5.5/8.0m boom	ETI/C/0009 sheet 1	Latest
2.	G-type portal upright & end pieces	ETI/C/0056	Latest
3.	BFB portal	ETI/C/0026 Sh.1	Latest
4.	S-7, 12.4m	ETI/C/0182	Latest
5.	S-8, 12.4m	ETI/C/0183	Latest
6.	S-100, for LT, transformer at SWS	ETI/C/0043	Latest
7.	S-101, for Isolators inside SWS	ETI/C/0180	Latest
8.	S-3, 11.4m	ETI/C/0180	Latest
9.	S-5, 11.4m	ETI/C/0042	Latest
10.	T-150, for LT supply transformer	ETI/PSI/037	Latest
11.	Dwarf Mast	ETI/OHE/G/1402	Latest
12.	Special BFB Portal for 5 tracks (General Arrangement) for High Rise OHE Latest	TI/DRG/CIV/BFBPOTAL/00001/13/0 Sh. No. 1	Latest
13.	G-Type Portal Special Upright and End Piece for High Rise OHE	TI/DRG/CIV/GPORTAL/00001/13/0	Latest
14.	Two Track Cantilever Structure (TTC) General Arrangement for High Rise OHE	TI/DRG/CIV/TTC/00001/13/0 Sh.-1	Latest

The price shall cover, cost of erection, alignment and setting before grouting, wherever required, gantries, including tower/ steel tower/steel work for feeders for traction sub-station, drop arms, standard super masts and suspension brackets for feeders and return conductors, dwarf masts or stub masts for anchoring, complete with anchor plates drilled and welded in position, multiple cantilever cross arm, chairs, adopters for bracket assemblies and all other small part steel works, the erection of which is carried out by the Contractor irrespective of whether they are supplied by the Purchaser or the Contractor. The prices shall also include supply and erection of galvanised bolts, nuts washers etc. wherever required as per approved designs and drawings. The prices shall also include the cost of repairing of platform shelters in case the shelter is dismantled/ removed/damaged during the course of erection of a mast/portal at platforms.

PAYABLE UNIT WEIGHTS FOR STANDARD MASTS

SL.No.	TYPES OF MASTS	WEIGHT IN kg. per metre including galvanisation.
1	2	3
1.	6"x6"x25.15 BFB	38.03
2.	162x154x27.1 BFB	38.00
3.	200x200x49.9 BFB	51.20
4.	8"x6"x35 RSJ	53.39
5.	S 1	53.30
6.	S 3	76.40
7.	S 4	53.39
8.	S 5	111.53
9.	S 6	53.39
10.	S 7	76.40
11.	S 8	111.53
12.	K 100	23.70
13.	K 125	30.30
14.	K 150	38.18
15.	K 175	43.72
16.	K 200	49.87
17.	K 225	57.50
18.	K 250	66.72
19.	B 100	27.71
20.	B 125	32.47
21.	B 150	39.07
22.	B 175	44.61
23.	B 200	50.76
24.	B 225	61.50
25.	B 250	70.72
26.	S 100	23.72
27.	S 101	19.98

Note: - for Item 3(a)(i), 3(a)(ii) and 3(b)(ii): For the purpose of payment, the weights of individual traction mast and masts of head span shall be determined for each type on the basis of the payable weights per metre length shown above for standard types, for special types, the payable weight per metre length will be indicated by the Purchaser at the time of approval of designs.

The price shall also cover the cost of supply of special type portal structure with components as per Drawing to be supplied by the purchaser. The structure shall be fabricated from steel conforming to IS - 2062/ 2006 No. E - 250 (Fe 410W) quality- A, IS - 808 / 1989 and galvanised as per RDSO

specification No. ETI/OHE/13 (4/84) with A&C slips Nos 1 to 3 or latest. The price shall cover, cost of erection, alignment and setting before grouting, wherever required of portal assembly of boom components and erection of the same. The prices shall also include supply and erection of galvanised bolt, nuts, washers etc wherever required as per approved designs and drawings. The price shall cover assembling, adjustment and erection of booms. The price shall also include the cost of repairing of platform shelters in case the shelter is dismantled/ removed/ damaged/ during the course of erection of a portal at platform. The Price shall also cover the cost of stenciling of location number on the portal upright in the manner as directed by the purchaser. The price shall include cost of straightening of uprights/Booms if required.

Item No.3(c) Supply only of fabricated steel work other than mast

The price shall cover the cost of supply only of all fabricated steel work excluding fasteners which are required to be supplied by the Contractor. The cost of erection for such steel work, if carried out by the contractor shall be paid for under Item 3(b).

For standard fabricated steel work for which RDSO's approved drawing are available, the weight of steel work as specified in RDSO's drawing shall be considered for payment. However, in case the unit sectional weight of any member indicated in RDSO's drawing is not in conformity with the unit sectional weight as per the latest IS Specification, the weight of the fabricated steel work shall be calculated on the basis of latest IS specification and the same will be considered for payment. For the non-standard fabricated steel work, the calculated weight to be considered for payment under this item shall be included in the relevant drawing based on latest IS sectional weight at the time of submitting the designs for approval of the purchaser.

Notes for Items 3(b) and (c)

- i) For the purpose of payment against item 3(b) and (c), weight of structures of fabricated steel work will be calculated according to the weight of black steel given in section books for the length of various members shown in the approved drawings. There will be no addition for increased weight due to galvanising or painting or weld material or reduction for holes or skew cuts.
- ii) The rates against item 3(b) shall be applicable to the erection of small parts steel work, which are not covered under the various other Items of work. Unless specifically indicated none of the other items of work shall include the cost of supply and/or erection of small parts steel work which will invariably be paid for under item 3(b) or 3(c) as applicable.

Item No. 3(e): Supply and erection of a guy rod assembly -

The price shall cover supply and erection of guy rod assembly of various lengths for traction masts feeder line towers or supports complete with mast guy rod fittings, guy rod with adjustments and part/s be grouted in the anchor block. The price shall not include the cost of supply and erection of a dwarf or stub mast with anchor plates drilled and welded in position, where required, for anchorage, and small parts steel work, complete with bolts and nuts etc., if any for attaching the mast guy rod fittings to the mast/structure which shall be paid for separately under the relevant items. Prices indicated against all other items should be exclusive of the price of supply and erection of guy rod, if any which will be paid for under this item.

Components requirement

<u>Rly IDNo.</u>	<u>Description of components</u>	<u>Qty.per Unit</u>
3232	Mast guy rod fitting (welded) completes with 4 short bolts, nuts, lock nuts and washers for attachment to mast/S.P.S. including appropriate fittings.	1 off
5001-1/) 5001-3/) 5001/)	Anchor bolts (complete with nuts locknuts and split pins).	1 set

5002	Guy rod stirrup	1 Off
5004 or) 5005 or) 5006-1 or 5006-2 5070 or 5071) 5007-1	Guy rod with nut, washer and split pin Anchor 'V' bolt	1 Off
5008	Anchor loop	1 Off
5220	Guy rod double strap assembly	1 Off or 2 Off (as Required)

NOTE

- (1) In case the contractor desires to adopt a different design for guy rod assembly, the same shall be indicated by him in the tender and the components required should be clearly listed under this item as deviation.
- (2) Supply and erection of guy rod assembly at anticreep portals will also be paid for under this item.

Note: -Firm has to supply the Forged items in place of MCI as instructed by RDSO.

Item No.3(i): Supply and Erection of 25 kV Caution Boards/Plates

The price shall cover price of material including Caution Boards, SPS items, nuts, bolts etc. as required and erection charges Caution Boards shall be of two types. (i) General Caution Notice at entrance to Railway station (Hindi & English). No. ETI/OHE/G/7551 latest Mod. (ii) Caution Plate 25000 V. No. ETI/OHE/G/7531 latest Mod. Boards shall require to be installed on a steel structure/Rail post/wall of a building therefore mode of erection shall be as per requirement of the site.

ITEM No.4(a)(i): Supply without Insulator and erection of a single bracket assembly

The price shall cover on a flat rate basis any bracket assembly on a traction mast or support on drop arm and shall include those on high/low level platform, in the vicinity of turnouts, over bridges or and at locations with reduced encumbrance or terminating wires. The price shall include the cost of supply of all components including galvanised steel tube, dropper wires, bolts and nuts etc. but excluding small parts steel work and solid core insulators. Cost of insulators will be paid in Schedule-5 and cost of SPS will be paid under item 3(c) of Section-3. The price shall cover erection of all components including insulators, small parts steel work and dropper wires. However, this does not include the anticreep arrangement at masts/structures. The price shall include:

Rly. Id No.	Description of components	Qty. per unit
3020	Mast fitting for hook insulator with 2 off bolts, nuts, lock nuts and washers of 16 dia.	1 set
2400	Tubular stay arm assembly (including galvanised steel tube).	1 set
2110/) 2130/) 2380) 1160)	Catenary suspension bracket assembly or hook bracket Suspension clamp	1 off 1 off (as required)
2120) 2140) 2040)	Bracket tube assembly complete with tube cap and sleeve where required (including galvanised steel tube).	1 set
2080) 3070-1/2)	Mast bracket fitting assembly including 2 off bolts, nuts, lock nuts and washers of 16 m for attachment to structure or to small part steel work.	1 set

2150-1)	Register arm hook assembly complete with bolts,	1 off
2160-1)	nuts and lock nuts.	
2420 or	Register arm assembly or raised register arm assembly	1 set
2430	(including galvanised steel tube).	
2270-4)	Register arm dropper	1 set
or 5)	assembly including dropper	
2460)	wire complete with	
Style)	bolts, nuts etc.	
02 or)		
2470)		
Style 02)		
2390/)	BFB steady arm or bent	As
2540/)	steady arm (where required)	required
2520)		
2360/)	25 mm steady arm drop bracket/clamp	-do-
2490-2)		
1220/)	Contact wire swivel clip	1 off
1371-3 mod-j)	or raised register arm clamp	
2550-1/2	Antiwind clamp	as required
1174	Packing Saddle	1 set

Note: Firm has to supply the Forged items in place of MCI as instructed by RDSO.

Note: - Tenderer shall use the released cantilever complete assembly at new locations, if required. Payment for erection and commissioning of old Cantilever shall be given extra.

ITEM No. 8(b)(ii): Supply without Insulator and erection of materials for termination of double conductors.

The price shall cover supply of all materials necessary for the yoked termination of two overhead equipment conductors on attraction mast or structure, including appropriate mast anchoring, clavis assembly, twoadjusters, ending clamps for catenary and contact wires, anchor double strap assembly, equalising/compensating plate and fittings including 9-ton insulator (Cost of insulator will be paid in Section-05), assembly and terminating wire, if any. However, the price shall cover erection of all materials including the 9ton insulator assembly.

ITEM No. 9(a): - Supply without Insulator and erection of anti creep with Galvanised steel wire.

The price shall cover supply of all materials for anti-creep including adjusters, galvanised steel wire, mast anchorfittings at its terminations on either side on structures, ending clamps and fittings excluding 9-ton insulator assembly (Cost of insulator will be paid in Section-05) and small parts steel work, if any. Cost of SPS will be paid under item 3(c) of Section-03. The price shall cover erection of all materials including 9ton insulator assembly and small parts steel work, if any.

RLY.IDENT No.	DESCRIPTION OF COMPONENTS	QTY. PER UNIT
	Galvanised steel wire (19/2.50 mm)	As required
6020	9-ton insulator assembly.	As required
1360	Steel wire ending clamp	2 off
5020-1/5020-2	9-ton adjuster (forged)	2 off
5030	Anchor double strap assembly	as required

3010/5040	Clevis assembly	2 off
3231	Mast anchor fitting with bolts, nuts etc.	2 sets.
1170	Double suspension clamp	1 off
Less 1160	Suspension clamp	(-)1 off
5183	Double eye distance rods	as required.

Note: Firm has to supplied the forged material as issued by RDSO.

NOTE for 9(a):

1. The price shall include the cost of any additional cut-in or suspension insulator which will be paid for under item 11(a) (i) or 11(a) (ii) as applicable.
2. In case the anti-creep extends beyond one span on either side of anti creep center, payment for the supply and erection of extra length shall be paid additionally at the rate of 20% of the rate for 9(a) for each extra span.

ITEM No. 17(a): Supply and erection of single earth electrode.

The price shall cover supply and erection of an earthing station with a single pipe embedded into the ground by driving or otherwise complete with protective concrete box and lugs suitable for directly connecting two mild steel flats of minimum size 50 mm x 6 mm/40mmx 6 mm as required.

ITEM No. 17(c): Supply and erection of a single earth bus.

The price shall cover the supply of all materials including 50 mm x 6 mm mild steel flats for providing earth bus. The price shall also cover erection of earth bus either buried at a depth of 300 mm below ground level painted with 2 coats of red oxide zinc chromate primer and 2 finishing coats of bitumen as per the particulars specified in para 2.1.49 or fixed on wooden gutties on walls. It shall include connecting the earth bus to earth electrodes and to various floor-or-wall-mounted equipments or structures to be earthed and also connections to non-track-circuited rails, wherever required it shall also cover the cost of making recesses in concrete foundation blocks or floor or cubicles and covering them up. The connection of earth strips to each other shall be made either by riveting or by welding. The connection of earth strips to various equipment, structures or fencing post shall be made with G.I. bolts and nuts and spring washer/ lock-nuts.

Note for Bonding work: - Guide line have been issued by RDSO for bonding work as per RDSO Instruction TI/IN/0039, the details is as under:

The Portals are made of L-angles and holes are not drilled in these L angles. A plate having hole is welded for bond connection. If bond is to be connected at non-scheduled location, then similar plate (with predrilled hole) should be welded at appropriate place for making the bond connection. No holes to be permitted in the L angles on Portals erected if plate having hole is not welded for bond connection. The bonding work on portals at Platforms and other locations are to be executed as per guideline issued by RDSO to avoid any corrosion or non- standard holes on Portals up rights. Also, ACTM instruction regarding METHOD OF JOINTING: All the joints between the MS flats, MS rods or between MS flat and MS rod shall be made by welding only. No soldering shall be permitted. For protection against corrosion. All the welded joints shall be treated with red lead and afterwards thickly coated with bitumen compound. In view of above, it is hereby strictly instructed to weld a plate having hole on portals L- angle and connect the bonds on portals as well follow the method of jointing as given in ACTM. Also, guidelines issued by RDSO vide letter no. RDSO-TI0LKO(CIV)/1/2020/O-o PED/TI/RDSO-Part (2) dtd 14.07.25 for “provision of additional bonding plate connecting strip on portal and TTU uprights for connecting bonds when they are provided on platform” should be followed.

Section-4 Non-Ferrous

ITEM No. 6 (a): Supply and erection of overhead equipment only.

The price shall cover supply of all components including dropper clips, parallel clamps for jumpering and splices (where their use is approved) and small parts steel works complete with bolts and nuts etc. for attachment of number plates to mast/structure, if any. The price shall cover erection of all components and wires and conductors including contact wire, catenary, droppers, jumpers and terminating wires, if any, but excluding small parts steel work, if any. The price shall be excluding the cost of erection of large span wire, which will be paid under item 5(a)(ii). ***The price shall cover excluding supply of contact & catenary wire.***

The price shall include provision of **Retroreflective number plates** on traction masts or structures. The prices shall exclude supply of small parts steel work for fixing of retro –reflective number plate (like as clamps and plates) will be paid under item 3c, the price shall include bolts and nuts for attachment of retroreflective number plates to masts/structures. **The price shall also include the cost of painting the setting distance and rail level on masts/structures, stenciling of symbol for direction of emergency telephone socket. The price shall not include termination of conductors which will be paid for under item 8.**

Rly. Ident No.	Description of components	Qty. for unit
1040-2 or SK-534/1 & SK-575/2 or SK-576/1 & SK-535/2 or 1041-3.	Contact wire parallel clamp small	As required
1180/SK-572/1 & SK-572/2	Contact wire dropper clip(107)	-do-
1192	Catenary dropper clip complete with bolts, nuts etc	-do-
7503	retro reflective number plates complete with 2 Galv. MS. bolts m 10x35/30,nuts and lead washer for m 10 bolts but excluding SPS for attachment of number plate to masts/structures.	-do-
1110-2	Contact wire ending clamp	-do-
1120	Catenary ending clamp	-do-
1140	Large span wire clamp (130)	-do-
5020-1/5020-2	Adjuster	-do-
5030	Anchor double strap assembly	-do-
5191/5192	Compensating plate/equalising plate.	-do-

Note: - Firm has to supply the Forged items in place of MCI as instructed by RDSO.

Note for Measurement:

1. For the purpose of payment against item 6(a) the length of over head equipment, which shall include terminating wires, shall be measured from the center lines of the traction masts/structures at which the two ends of each tension length of over head equipment are anchored.
2. The length shall be the difference between the actual chainages of the two traction masts/structures at which the ends of each tension length are anchored or by the sum of the actual spans between the same two points whichever is higher as included in the “As Erected” layout plans. No extra payment will be made on account of either due to sag in these wires/conductors or scraps generated. The price under items 6(a),6(b),6(c) & 6(d) does not cover the cost of supply and erection of cut-in-insulators, the supply and erection of which shall be paid for under item 11.

3. For the purpose of progress payment reference to layout plans “As Approved” shall be made. However, the price under this item shall be adjusted according to the final length of OHE indicated in the “As Erected” layout plan.

Note for Number Plates: -Retro-reflective type Number plates shall be provided on all the traction masts or structures which are replaced/provided. Tenderer shall erect the Retro –reflective number plates at the DA of the portal/TTC if required.

ITEM No. 15(a)(i): Supply and erection of 160 Sq. mm large copper jumpers.

The price shall cover the supply of large jumper wire size 160 Sqmm made of annealed stranded 100% pure copper conductor as per RDSO’s specification and on a flat rate basis, the supply of all components and fittings required for providing a flexible copper large jumper connection, including supply of parallel clamps, bi-metallic and AluminiumCopper Al-Cu strips, wherever required, and bolted type terminal connectors where ever required.

The price shall also cover the erection of the complete jumper assembly including jumper wire. The price shall not, however, be applicable for jumper connections already including under item 6(a) and 10, but shall be applicable for any jumper of 160 sqmm connection in any combination between feeders, lightening arrestors, isolators, overlap etc. Continuity jumper at Boom anchor anti-creep will be payable under this item. Erection of jumper will be done as per RDSO Drawing No. ETI/OHE/G/05102 Rev D– Continuity Jumper Connections at Uninsulated overlap, Turnouts and crossovers. The cost also includes all components required for connection of large jumper wire size 160 Sqmm with OHE as per above drawing.

ITEM No. 15(a)(ii): Supply and erection of 50 Sq.mm (19/1.8 mm) small copper jumpers.

The price shall cover supply of small jumper wire size 50 Sq.mm (19/1.80 mm) made of annealed stranded 100% pure copper conductor, and on a flat rate basis, the supply of all components and fittings required for providing a flexible small copper jumper connection, including supply of parallel clamps, bi-metallic and Aluminium Copper Al-Cu strips, wherever required, and bolted type terminal connector where ever required.

The price shall also cover the erection of the complete jumper assembly including jumper wire. The price shall not, however, be applicable for jumper connections already including under item 6(a) and 10, but shall be applicable for any small jumper connection in any combination required for lightening arresters and isolators etc. Anti-theft jumper as per drawing No. ETI/OHE/G/ 05107or latest for connecting out-of-run OHE with the in running OHE at insulated/un-insulated over-lap locations and also anticreep locations at polluted zone wherever considered necessary will be payable under this item.

ITEM No. 33(a): Extra on erection rates for stringing work manually under Item No. 6(a)/6(c).

The price under this item covers extra charges over and above the erection rates of item 6(a) to 7(c) of Schedule-1 without use of Wiring Train/Tower Wagon. The price payable under this item shall be 50% extra over the erection rates of the items referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the Purchaser from time to time.

Section-5 Insulators

Item 4(ax): -Supply of Insulators for item Nos.4 (a)(i) & 4 (a) (iii).

The price shall cover only supply of the following Insulators mentioned against each item required for execution of work covered under items 4(a)(i) & 4(a)(iii). Erection cost of insulators is inclusive in items 4(a)(i) & 4(a)(iii) respectively.

Item No.	Insulator
4(ax)(i)	Stay Arm Porcelain (CD-1050 mm)
4(ax)(iv)	Bracket Porcelain (CD-1050 mm)

ITEM No. 8 (bx): - Supply of 9-T Insulators for item 8(b)(i), (ii), (iii), (vi), (vii), (viii) & (ix).

The price shall cover only supply of following 9 tonne Porcelain insulator assembly required for termination of OHE covered under item 8(b)(i), 8(b)(ii), 8(b)(iii), 8(b)(vi), 8(b)(vii), 8(b)(viii) & 8(b)(ix). Erection cost of insulators are inclusive in items 8(b)(i), 8(b)(ii), 8(b)(iii), 8(b)(vi), 8(b)(vii), 8(b)(viii) & 8(b)(ix) respectively.

Item No.	Insulator
8bx(i)	Porcelain 9 Tonne (CD-1050 mm)

ITEM No.9(ax): Supply of 9-T Insulators for Items 9(a), 9(b), 9(c), 9(d) and 9(e).

The price shall cover only supply of any of the following 9 tonne insulator assembly to be supplied at site for execution of work under items - 9(a). Erection cost of insulators is inclusive in items 9(a), 9(b), 9(c), 9(d) and 9(e) respectively. The prices are for supply of two Nos. 9 Tonne insulators for Anticreep for both ends.

Item No.	Insulator
9(ax)(i)	Porcelain 9 Tonne (CD-1050 mm)

ITEM No. 11(a)(i): Supply and erection of a solid core-cut-in (9-T) insulator.

The price is applicable to the provision of an additional 9 Tonne cut-in-insulator on a flat rate basis such as in a head-span, cross span or in span wire or an overhead equipment conductor at an insulated overlap, anti-creep not provided for in other items.

11(a)(i)	Porcelain (CD-1050mm)
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The price shall cover supply of all components required for the cut-in-insulators assembly, including appropriate terminal fittings for the conductor including the cost of 9 ton insulator assembly. This price shall cover erection of all components, including the 9-ton insulator. This price shall also be applicable as an adjustment price for non-provision of insulators under items 8(b)(i) to 8(b)(viii).

ITEM No. 11(a)(ii): Supply and erection of a solid core Suspension Insulator.

The price is applicable to the provision of 9 Ton suspension insulator assembly for suspension of an All-Aluminum 25 kV feeder (single or double SPIDER), 130 sq.mm or 65 sq.mm overhead equipment conductor or any other similar type of suspension.

The price shall cover supply of all components, required for the suspension assembly including the appropriate suspension clamp including 9 ton insulator assembly and small parts steel work with bolts nuts etc., if any. The price shall cover erection of all components, including the 9 ton insulator assembly but excluding small parts steel work, with bolts and nuts etc. if any.

The price shall include the cost of provision of a flat armour tape only to be used in connection with suspension of 'SPIDER' conductor.

11(a)(ii)	Porcelain (CD-1050mm)
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Note: - Insulator should be tested before erection at site. No extra shall be paid for this.

Section-6 Extra on erection rates for work under power block.

The price under this item covers extra charges over and above erection rate of items as per Annexure for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints equipment already energized or on energized equipment which calls for a power block (shutoff of traction power).

The price payable under this item shall be 100% extra over the erection rate of the items referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the purchaser from time to time.

The extra erection rate under this item will not be payable, if power block is given for a total duration of 4 hrs or more in a day.

Where the prices under this item are applicable, the contractor shall finalize the quantities of various items of work to be done under a power block, jointly with the purchaser's Engineer Prior to taking the work in hand.

Note: This work will be executed in Power Block and Contractor shall submit the power block programme well in advance (one week before) to concerned SSE in-charge for taking permission from operating department as well as from SSE/TPC, so that work may be executed well in time in power block.

Schedule-02 Non-Schedule Items

NS-1: Dismantling of ATD/FTA/ACA

The price shall cover dismantling of released ACA/ATD/FTA and proper stacking in site store.

NS-2: Transportation of Materials

The price shall cover (on a flat rate basis) handling, leading, loading, and transportation of Mast/Portals/TTC from after reclaimed/removal of masts/portals/'K' series/'B' series masts, small parts steel, and other OHE materials from the site of work to the depot stores and unloading and stacking, safety, and security of Railway materials. The price shall also cover the handling, leading, loading, and transportation of other Railway material to scrap depot Jhansi after releasing of the scrap material with proper documentation.

NS-3: Cutting and Removal of Old Foundation of Masts and Portals

The price shall cover cutting and dismantling of old foundations of masts/portals up to a depth of 20 cm below ground level as directed by the site incharge and filling up of earth up to the ground level.

NS-4: Dismantling of C/L

The price shall cover dismantling of released cantilever with insulator and top & bottom attachment from mast or support and proper stacking at site store.

NS-5: Dismantling of Guy Rod

The price shall cover dismantling of released Guy Rod etc. from mast or supports and proper stacking in site store.

NS-6: Dismantling of SPS

The price shall cover dismantling of released SPS from mast or supports and proper stacking in site store of site incharge.

NS-7: Cutting and Removal of OHE of Masts and Portals

The price shall cover cutting and removal of old/released OHE masts, fabricated structures, and uprights of portals and putting away from the track as per the direction of site engineer.

NS-8: Supply of Dropper Wire and Various Jumpers Other Than Schedule Items

The price shall cover supply and manufacturing of 5mm/7 mm dia copper dropper wire conforming to IS 282/1982 (latest) using fabricator's own copper wire bars conforming to IS-191 (Part V)/1980 latest with oxygen contents not more than 450 PPM. The price also covers the supply of various jumpers if required shall be taken after approval of Sr. DEE/TRD or his authorized representative, and erection

shall be given in item 15a(i)/(ii). The quantity of droppers and jumpers shall be applicable after final survey given by the Tenderer.

NS-9: Erection of Dropper Wire as per Dropper Schedule

The price shall cover making of dropper and their erection as per dropper schedule and as per site requirement.

NS-10: Dismantling of Dropper Wire on Existing OHE

The price shall cover dismantling of dropper from the existing OHE and handed over to the depot in-charges for proper accountal.

NS-11: Modification in TWR

The tenderer has to design/modify the TWR on vinyl sheet, pasting on polycarbonate sheet, and their erection on the existing board. TWR board and literature shall be prepared and printed with the consultation of the section in-charge. During replacement of the TWR Board, the firm shall replace the existing light in the board as satisfaction of site incharges.

NS-12a&b: Supply & Erection of Aerial Earth Conductor (12.24mm dia ACSR Raccoon) with Required Fittings on Mast/Portal/TTC as per RDSO Specification

The price shall cover the cost of supply and erection of 12.24 mm dia ACSR Raccoon with mast fitting as per RDSO Drg. No. TI/DRG/OHE/ERBOND/RDSO/00001/11/0 or latest. AEC of 12.24 mm dia ACSR Raccoon conductor should be erected on the back side of the OHE masts/Portals. The cost for connecting the ACSR on the back side of OHE/feeder mast is also included in this item. SPS required for ACSR will be paid under item no. 3c. The price of ACSR conductor jointing, anchoring/termination arrangement as and where required in one TKM as per site conditions shall be covered under this item. The above recommendation is as per prevalent practice used in 2X25 kV system. **The work also includes cost of material and erection required for splice/compression joint for the connection with existing AEC wire & new AEC wire.**

NS-13 a&b: Supply & Erection of BEC (20mm dia Galvanised Steel Conductor) as per RDSO Specification

The price shall cover the cost of supply and erection of 20mm dia galvanized steel conductor as per RDSO drawing. BEC of 20 mm dia (cross section 238.64 mm²), galvanized steel conductor should be laid underground along the UP and DN track separately, 300mm below ground surface and approximately one meter away (or as per site conditions) from the OHE foundation towards the opposite direction of the track. The BEC will be connected to each OHE mast/Portal and Feeder mast by the same conductor having Tee Connector & Lug Connector as per Drawing No. TI/DRG/OHE/TC/RDSO/00001/20/0 & TI/DRG/OHE/SC/RDSO/00001/20/0 or latest for BEC end and Lug for connection with mast/portal. The cross bonding of the UP BEC–UP Mast/Portal–UP Traction Rail–DN Traction Rail–DN mast/Portal–DN BEC should be done by 50x6 mm MS/GS flat at every 450 m. The details of the AEC/BEC and cross bonding scheme are given in drawing no. TI/DRG/OHE/EARTHING/RDSO/00001/20/0 or latest. At stations, BEC conductor should be laid underground for loop lines & platform also. BEC can be run on the side wall of the platform (platform coping) with suitable clamp & bolt grouted in the coping. BEC should be connected to Earth Pit as per Drawing No. ETI/OHE/P/7020 Rev. B at every 450m wherever it is exposed above the ground. At Bridges/Platform coping, the laying arrangement of BEC should be as per RDSO drawing. For three-line and four-line sections, separate BEC should be provided for each line. The above recommendations are as per prevalent practice used in 2X25 kV system with 12 kA fault current adopted by other projects in the country. However, the adequacy and efficacy of this earthing and bonding system should be verified by simulation studies/measurements of the touch and step potential of the rail in normal load and short circuit condition for compliance with EN 50122-1 and IEC 62128-1 (2013). The cost of erection of steel conductor below ground surface, at platform coping, and bridges are inclusive in this item. The cost of supply and erection of suitable clamps and bolts for clamping BEC at platform and

bridges are payable under this item. **The work also includes cost of (material and erection) connectors for connecting the existing BEC with new BEC at the both ends.**

NS-14: Supply & Erection of Tee Connector for BEC End and Lug for Connection as per Explanatory Note

The price shall cover the cost of supply and erection of Tee connector for BEC end and lug for connection. The BEC will be connected to each OHE mast/Portal and Feeder mast by the same conductor having Tee Connector & Lug Connector as per Drawing No. TI/DRG/OHE/TC/RDSO/00001/20/0 & TI/DRG/OHE/SC/RDSO/00001/20/0 for BEC end and Lug for connection with mast/portal. The cross bonding of the UP BEC–UP Mast/Portal–UP Traction Rail–DN Traction Rail–DN mast/Portal–DN BEC should be done by 50x6 mm MS/GS flat at every 450 m. The details of the AEC/BEC and cross bonding scheme are given in drawing no. TI/DRG/OHE/EARTHING/RDSO/00001/20/0 or latest. If material left balance, it shall be handed over to SSE/TRD/SFG or as directed by competent authority.

NS-15: Provision of Digging of Trench 300mm Deep and Refilling in All Soil and Repair of PF Area as per Explanatory Note

The price shall cover the cost of provision of digging of trench 300mm deep and refilling in all types of soil. The price shall also include the cost of repair of PF area if any due to digging.

NS-16a&b: Supply & Replacement/Erection of Retro Reflective Type Location Number Plates, DJ Open, DJ Close, 250Mtr, 500 Mtr and DJ Close for EMU/MEMU, Sigma Boards/Engine Stop Board, Caution Boards etc.

The price shall cover the supply and erection of Retro-Reflective structure number plate of size 270*260*2 mm as per Drg. No. RE/33/P/7501 Mod. F as per Core specification No: ETI/OHE/33A (12/97), Rev 8 (11/2012) or latest, which includes supply of fixing material (Clamp, back flat strip & fasteners etc.) as per approval and RDSO's latest drawings and specifications and as per requirement of consignee. Nut, bolt & washers shall be galvanized and conforming to relevant RDSO specification. GI washers shall be used. A sample to be approved by Sr. DEE/TRD-Spl or his authorized representative prior to supplying material. The price shall cover the supply & replacement/erection of Retro reflective type number plates/various caution boards/Sigma boards etc. as per approved RDSO/CORE approved drawing and RDSO Specification ETI/OHE/33A (12/97) rev.8 or latest. The quantity for the above boards shall be taken from Sr. DEE/TRD/PRYJ and number plates/various caution boards are to be erected at designated location and old number plates/caution boards are to be removed and released material are to be handed over to depot in-charges.

NS-17: Dismantling of Old Aerial Earth Conductor

The price shall cover the dismantling of old/released Aerial Earth Conductor (AEC) from masts/portals/TTC and proper stacking at the site store as per the direction of the site in-charge.

NS-18: Stencilling of Rail Level, Implantation, MRI, ERL, Telephone Sockets, Location No. on All Types of OHE Masts, Earth Resistance Value and Temperature Marking at ATD Locations Using Different Types of Requisite Paint for Different Temperature Strips Followed by Galvanizing Paint/Spray over Existing Temperature Marking Including Supply of Paint and Other Items Required for Painting

The price shall cover stencilling of Rail level, Implantation, RL, Telephone sockets, location no. on all types of OHE masts and structures including supply of paint and all other items required for stencilling. Stencilling shall be done by using punch of standard size and dimensions. The checking & maintenance against this item shall be carried out in line with Para 20306 & 20315 of ACTM Vol-II part-I of Indian Railways with its latest correction slips if any. The job shall cover checking the clearance of all over line structures before taking the stencilling work during the maintenance period of subject agreement and compare the values with the as erected drawings, if any difference is found shall inform to the

Railway supervisor to take corrective action as required. The job shall cover painting of OHE mast with Aluminium paint up to a height of 1 meter from the muff. Also, the job shall cover painting of SED parameters on OHE mast/Structures such as ERL, MRL, implantation, symbols of emergency sockets etc., with black lettering on yellow background including erasing of old details by covering aluminium painting as advised by site supervisor if required. The job shall cover all costs toward required various sizes of paint brushes, paint, and labour etc. The job shall also cover painting of Location number on OHE mast/Structures such as KM number & Location number etc., with black lettering on yellow background including erasing of old details by covering aluminium painting as advised by site supervisor if required.

NS-19: Erection of Structure Bonds on Platform Including Drilling of Holes in Structure and Rail Including Cutting of Platform Surface up to Depth of 150 mm Placing of Bond and Making Good Surface with PCC

The price shall include erection of structure bonds on platform including drilling of holes in structure and rail including cutting of platform surface up to a depth of 150 mm, placing of bond, and making good surface with PCC or as required for making good surface at PF. The price shall include shaping and drilling of the bond and rails and erection of all materials including the bond. The price shall also include provision of heat shrinkable PVC tube for structure bond under track circuit rail, 2 coats of red oxide zinc chromate primer, and 2 coats of high build epoxy paint as per RDSO latest specification and provision of cleat for securing bond at PF as satisfactory of site engineer. The rate shall also include the cost of supply and erection of suitable size PVC pipe for routing the structure bond crossing the platform. The PVC pipe installation shall be carried out simultaneously with the raising work to avoid damage to the pipe and to ensure that no concrete enters the pipe, thereby facilitating safe and proper passage of the structure bond.

NS-20a&b: Supply erection and fixing of various types of boards for offices, stations and depots etc.: - The price shall cover supply, erection & fixing of various types of boards on vinyl sheet/Sun board at stations/Posts/Depot/offices after redesigning and power supply arrangement etc. The tenderer has to design/modify the Sectioning diagram on vinyl sheet, pasting on poly carbonate sheet, sun board and their erection on the existing board. All the drawing shall be prepared with the consultant of the section incharge. The cost also includes the supply and erection of power supply arrangement in the supply arrangement glow sign board if require. If any tube light etc found defective, same shall be replaced on the same cost. No extra shall be paid. The price shall cover supply and erection of 2C*150Sqmm armoured LT XLPE Cable suitable for 25 KVAAT for connection between AT terminal to Mast fuse box assembly.

NS-21: Supply of U-Bolt (1162-S) with nut and locking plate (Copper), RI-1163 for single catenary suspension Clamp

Firm shall Supply of U-Bolt (1162-S) with nut and locking plate (Copper), RI-1163 for Single Catenary suspension clamp from CORE/RDSO approved vendor. The **U-Bolt (1162-S) with nut and locking plate (Copper), RI-1163 for single catenary suspension Clamp** should be of RDSO's approved supplier's make and suitable to use on 25 kV a.c., 50 Hz., Single phase power supply. The material shall be approved to Railway representative or competent authority before supply. Material to be handed over to SSE/TRD/Store/PRYJ for distribution to depots or as directed by competent authority.

NS-22: Supply of Large Catenary Suspension Bracket complete assembly as per RDSO drawing ETI/OHE/O/2130 Rev.-B or latest.

Firm shall Supply of Large Catenary Suspension Bracket complete assembly as per RDSO drawing ETI/OHE/O/2130 Rev.-B or latest from CORE/RDSO approved vendor. The material shall be approved by Railway representative or competent authority before supply. Material to be handed over to SSE/TRD/Store/PRYJ or as directed by the Competent Authority.

NS-23: Supply of 65 Sq.mm Catenary wire dropper clip as per specification & explanatory note: The price shall include Catenary dropper clip complete with fasteners as per RDSOs Specn No. TI/SPC/OHE/FITTINGS/ 0130 with A&C slip No.1 or latest & as per RDSOs Drg. No. ETI/OHE/P/1192, Rev. C or latest. The material shall be approved by the competent authority or Railway representative before supply. Material to be handed over to SSE/TRD/Store/PRYJ for distribution to depots or as directed by competent authority.

NS-24: Supply of Contact wire dropper clip as per specification & explanatory note: The price shall include supply of contact wire dropper clip (107) complete with locking wire (RI No. 1182) as per RDSO drg no. RE/33/P/1180 Rev-F or latest & as per RDSO Spec No. TI/SPC/OHE/Fittings/0130 (10/13) with A & C Slip No. 1or latest. The material shall be approved by the competent authority or Railway representative before supply. Material to be handed over to SSE/TRD/Store/PRYJ for distribution to depots or as directed by competent authority.

NS-25: Supply of Contact wire ending clamp: The price shall cover supply of Contact ending clamp (1118, 1119) as per RDSO Specn. No. ETI/OHE/P/1110 Mod-D or latest including fasteners & should be procured from RDSO/CORE approved source. The material shall be approved by the competent authority or Railway representative before supply. Material to be handed over to SSE/TRD/Store/PRYJ for distribution to depots or as directed by competent authority.

NS-26: Supply of Catenary wire ending clamp: The price shall cover supply of Catenary ending clamp ID no 1120 as per Drg. No. RE/33/P/1120 or latest including fasteners & should be procured from RDSO/CORE approved source. The material shall be approved by the competent authority or Railway representative before supply. Material to be handed over to SSE/TRD/Store/PRYJ for distribution to depots or as directed by competent authority.

NS-27: Supply of COPPER SPLIT PIN 2.5X25 MM FOR CATENARY WIRE DROPPER CLIP BOLT AS PER RDSO: SPECIFICATION NO. TI/SPC/OHE/FASTENER/0120 REV-1 (MARCH-2017) OR LATEST as per specification & explanatory note:

The Price shall include supply of copper split pin 2.5x25 mm for catenary wire dropper clip bolt as per rdso: specification no. TI/SPC/OHE/FASTENER/0120 REV-1 (MARCH-2017) or latest & should be procured from RDSO/CORE approved source. The material shall be approved by the competent authority or Railway representative before supply. Material to be handed over to SSE/TRD/Store/PRYJ for distribution to depots or as directed by competent authority.

NS-28: Drilling of holes on rails: The price covers drilling of holes on rails for provision of all types of bonds with suitable template approved by purchaser. The price shall also cover chamfering of the holes after drilling.

Note: Rail hole drilling is to be done with magnetic core drilling machine.

NS-29: Disconnection/Reconnection of missing/opened/existing traction bond: The work must be carried out as per instructions of representative of railways taking all necessary safety precautions into account. The checking and maintenance against this item shall be carried out in line with Para 20305 of ACTM Vol-II part-I of Indian Railways with its latest correction slips if any for high rise/conventional OHE (whichever applicable). The job covers removal of various types of existing bond from rail, drilling holes on rail, and connecting the bond to the rail during track machine working or as per instructions of site supervisor. The job does not include the cost of bonds, bolts, nuts, and washers.

NS-30: Supply of earthing discharge rod complete suitable for working voltage of 25KV AC traction, fiber glass body screw type in a suitable carry bag as per RDSO specification no. ETI/OHE/51(9/87) or latest: The price shall cover the supply of earthing discharge rod assembly for 25 KV AC traction suitable for 18 to 20 mm dia and cables for 25 KV AC Traction as per RDSO Spec

No. ETI/OHE/51(9/87) with A & C correction slip No 1 or latest and after approval from the competent authority or his representative, material to be handed over to SSE/Store/PRYJ for distribution to depots or as directed by competent authority. Material shall be procured from RDSO/CORE approved vendor. (make Universal Brand as Per CORE PRYJ approved drg No. UEE-DR/AC-84-1, 2, 3, 4 & 5 or similar)

NS-31a &b: Provision of double contact wire under ROB/FOBs at different locations complete with all fittings.

The prices shall cover cost of catenary & contact wire ending clamp along with associated items PG clamps etc. to complete the shunt jumpering work but exclusive of contact wire pieces which shall be supplied by Railway.

NS-32: Slewing of OHE and slew back of OHE for erection of ROB girder by Crane:

The price shall cover the slewing and slew back of OHE for erection of FOB/ROB Girder by Crane.

NS-33: Erection of 3:1 Type Modified ATD with Counter Weight Assembly for Conventional OHE (Regulated) 2400kgf as per Latest RDSO Spec.

The price shall cover erection of counter-weight assembly suitable for conventional type OHE including 9 tonne adjusters with double strap assembly and normal/anti-theft guide tube assembly (guide tube top & bottom fitting) including the erection of regulating equipment and stainless-steel wire rope required for the regulating equipment three pulley type and stainless-steel wire rope required for the regulating equipment and small part steel work, if any. The price shall also cover adjustment of the entire regulating equipment. The price is also inclusive of erection of any item required as per RDSO's latest specification/ drawings. The price shall not include supply and erection of termination, which will be paid for under item 8b(ii) of section-3 of Sch-1. The modified 3 pulley ATD as per latest RDSO specification no. TI/SPC/OHE/ATD/0060 Rev.-2 with latest amendment for 2400 kgf tension.

NS-34: Supply of Contact wire splice (Toothed Type) with bolts as per RDSO specification.

Firm shall Supply of Contact wire splice (Toothed Type) with bolts as per RDSO specification from CORE/RDSO approved vendor. The material shall be approved by Railway representative or competent authority before supply. Material to be handed over to SSE/TRD/Store/PRYJ or as directed by the Competent Authority.

NS-35: Preparation of Bonding Plan in AutoCAD of Station Area

The price shall cover the preparation of a detailed bonding plan for the station area using AutoCAD software, in consultation with the section in-charge. The plan shall include accurate representations of all traction bonds (structure, cross, continuity, impedance, and rail bonds) as per RDSO specifications and site requirements. The final drawings shall be submitted for approval to Sr. DEE/TRD or their authorized representative.

NS-36: Checking & Maintenance of Bonds of Various Types Including Cleaning of Muffs at OHE Mast

The work must be carried out as per instructions of representative of railways taking all necessary safety precautions into account. The checking and maintenance of bonds of various types including cleaning of muffs at OHE mast shall be carried out in line with Para 20320 to 20329 of ACTM Vol-II part-I of Indian Railways with its latest correction slips if any. The job shall cover checking & maintenance of bonds of various types [structure bond, cross bond, continuity bond, impedance bond & rail bond etc.]. Provision of bonds if missing or damaged. Bond connection required for connecting a traction mast or structures to the nearest non-track circuited rail or earth electrode including all fastenings at both ends. If any bond is corroded, the same has to be painted/replaced, that includes cutting, shaping, painting. The job shall also cover provision of PVC insulating sleeve over the portion of bond passing under the track circuited rail of length 350 mm each wherever required. Job also covers cleaning of area of around muff of OHE/portal by removing the vegetation and condition of structure muff are to be checked. Job also covers transportation of released bond to the concerned OHE depot.

NS-37: Trimming of tree branches infringing safety clearings from OHE of running track. This job includes trimming of branches in power block period, removing of trimmed branches, transportation to other places by own machine, tools and manpower with all safety measures: - The price shall cover Trimming of tree branches above OHE, leaning on track side for safety in monsoon including removal of Trimmed/cut branches, transportation to other places, tools and manpower with all safety measures required in 25 KV AC electrified area. The price shall cover Trimming and cutting of tree branches of a tree (Qty in Nos. of tree) as satisfaction of Site engineer and safe to 25kV OHE. If any mishappening during trimming or cutting of trees, contractor will be fully responsible for this.

NS-38: Supply of Galvanized Structure and other bonds

1. The price shall cover for supply of all materials including Galvanized flat 40 x 6 mm required to provide GI structure bond and other types of bonds to connecting a traction mast or structures to the nearest non track circuited rail, or earth electrode including all fasteners at both ends.
2. The price shall include shaping and drilling of the bond.
3. The price shall also include provision of heat shrinkable PVC sleeve & HDPE pipe as per latest guideline for structure bond under track circuited rail.

NS-39: Erection of Galvanized Structure & other bonds

1. The price shall cover erection of all materials including GI flat 40x6 mm required to provide a structure bond connecting a traction mast or structures to the nearest non track circuited rail, or earth electrode including all fasteners at both ends.
2. The price shall include shaping and drilling of the bond and erection of all materials including the bond.
3. The price shall also include provision of heat shrinkable PVC sleeve for structure bond under track circuited rail.
4. This would also cover connection or earthing terminals of equipment's like L.T. transformers with structures and then to rails as per relevant drawings.
5. The price shall cover cost for Painting of bond including supply of Paint as per railway Specification and requirements.

Note for Bonding work (NS-38 & 39): - Guide line have been issued by RDSO for bonding work as per RDSO Instruction TI/IN/0039, the details is as under:

The Portals are made of L-angles and holes are not drilled in these L angles. A plate having hole is welded for bond connection. If bond is to be connected at non-scheduled location, then similar plate (with predrilled hole) should be welded at appropriate place for making the bond connection. No holes to be permitted in the L angles on Portals erected if plate having hole is not welded for bond connection. The bonding work on portals at Platforms and other locations are to be executed as per guideline issued by RDSO to avoid any corrosion or non- standard holes on Portals up rights. Also, ACTM instruction regarding METHOD OF JOINTING: All the joints between the MS flats, MS rods or between MS flat and MS rod shall be made by welding only. No soldering shall be permitted. For protection against corrosion. All the welded joints shall be treated with red lead and afterwards thickly coated with bitumen compound. In view of above, it is hereby strictly instructed to weld a plate having hole on portals L- angle and connect the bonds on portals as well follow the method of jointing as given in ACTM. Also, guidelines issued by RDSO vide letter no. RDSO-TI0LKO(CIV)/1/2020/O-o PED/TI/RDSO-Part (2) dtd 14.07.25 for "provision of additional bonding plate connecting strip on portal and TTU uprights for connecting bonds when they are provided on platform" should be followed.

Extra on erection rates for work under power block.

The price under this item covers extra charges over and above erection rate of items as per Annexure for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of

equipment with joints equipment already energized or on energized equipment which calls for a power block (shutoff of traction power).

The price payable under this item shall be 100% extra over the erection rate of the items referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the purchaser from time to time.

The extra erection rate under this item will not be payable, if power block is given for a total duration of 4 hrs or more in a day.

Where the prices under this item are applicable, the contractor shall finalize the quantities of various items of work to be done under a power block, jointly with the purchaser's Engineer Prior to taking the work in hand.

Note: This work will be executed in Power Block and Contractor shall submit the power block programme well in advance (one week before) to concerned SSE incharge for taking permission from operating department as well as from SSE/TPC, so that work may be executed well in time in power block.

PART- I
CHAPTER -V

FORM - 2

TENDERER'S CREDENTIALS

Please fill in the questioner below: -

1	Give details of your previous experience on installation of similar equipment and the details of present workload in the proforma given below.	
a.	Type of work	
b.	Purchaser	
c.	Section/Group	
d.	TKM/No. of TSS	
e.	Cost of work	
f.	Date of award of contract	
g.	Stipulated date of completion of contract	
h.	Actual date of completion of contract for works already executed.	
i.	Present status of work under execution and performance reports if any.	
2	Have you entered into technical collaboration with any consultants to assist you in this work? If so, give full particulars.	
3.a	Engineering Organization, Technical capabilities, Design & Drawing capabilities.	
b.	In past how many contracts the tenderer has handled simultaneously and details of the same.	
4	Give the names of principal manufacturers from whom supply is assured.	
5	Give the names of your Bankers and their reference.	
6	Give constitution of your firm. Attach certified copies of legal documents in support thereof.	
7.	Give the financial turnover for the proceeding three years.	

NOTE: -This form shall be filled precisely and with full details.

STANDING INDEMNITY BOND FOR ON ACCOUNT PAYMENTS

(on requisite Stamp value)

We, M/s _____ hereby undertake that we held at our stores depots at _____ for and on behalf of the President of India acting in the premises through the Sr.DEE/TRD/N.C.Railway, Prayagraj. _____ Railway _____ hereinafter referred to as "the Purchaser") all materials for which 'On Account' payments have been made to us against the contract for supply and erection of traction sub-station on the section/s _____ on _____ Railways also referred to as vide letter no. of Acceptance of Tender No. _____ dated _____ and materials handed over to us by the Purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him. We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage, or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Sr. Divisional Electrical Engineer/TRD charge of the N. C. Railway, Prayagraj or his successor (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule to the Contract (As applicable) and in respect of other materials as indicated in Part I, Chapter -IV, Section - I and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other Contract.

Dated this _____ day of _____ 20.....
(For and on behalf of)
Messrs _____ (Contractor)

Signature of Witness :

Name of witness IN BLOCK LETTERS
ADDRESS

EXPERIENCE

S. No	Name of the work	Party by whom the work has assigned	Schedule of execution in months		Appox. Cost of work	Final value of work
			Original	Modified		

DETAILS OF THE STAFF WORKING UNDER CONTRACTOR

S. No	Name	Design	Educational Qualifications	Experience

RAILWAY
CONTRACT AGREEMENT OF WORKS
 CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____
 between President of India acting through the Railway Administration hereafter called the "Railway" of
 the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works
 _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard
 General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as
 otherwise specified in the tender documents and the Specifications of _____ updated with
 correction slips issued up to date of inviting tender or as otherwise specified in the tender documents
 and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips
 issued up to date of inviting tender or as otherwise specified in the tender documents and the Special
 Conditions and Special Specifications, if any and in conformity with the drawings hereinto annexed
 AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by
 the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities 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 drawings and said conditions of contract on or before the _____ day of _____ 20____ 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 have been fully set forth herein), AND the
 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 Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)	Railway: Designation _____
Address _____	(For President of India)
Date _____	Date _____

Signature of Witnesses (to Signature of Contractor) with address:
 Witnesses:

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

I (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer,

M/s (Hereinafter called the tenderer) for the purpose of the tender documents for the work of as per the tender No. of (Railway) **, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/Hindu Undivided family (HUF)/Limited Liability Partnership (LLP) etc.)

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

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

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through **Sr. DEE/TRD/PRYJ, North Central Railway**

Beneficiary **Sr. DFM /PRYJ, North Central Railway**

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), Railway,, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No.._____, We have been informed that [**Insert name of the Bidder**] (**herein after called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [**Insert name(s) of authorized representatives of the Bank**], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [**Insert required Value of Bid Security**] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at anytime.
6. This guarantee will remain valid and effective from..... [**insert date of issue**] till..... [**insert date, which should be minimum 90 days beyond the expiry of validity of Bid**]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

.....Witness:-

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

[P/Attorney] No.

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

If the earnest money deposited by the bidder is in shape of Bank Guarantee, it should be supported by proper stamp duty, rate prescribed as per section 13 & 24 of the UP-Stamp Act, 2008 and amended from time to time at the time of submission of bank Guarantee.

Annexure –VIB

(Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC April-2022)

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through.....
.....
Railway.

Date:
.....

Surety Bond No:
Date:
Amount of Bond:
Date:

Issue

Expiry

WHEREAS, In consideration of the President of India acting through..... (Designation & address of contract signing authority),.....Railway,.....(hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No. XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

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

SB No:

Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (***Rupees XXXX Only***) as above stated.

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

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.

b. This Surety Bond shall be valid up to XXXX (*being the date of expiry*);

c. Unless the bank is served a written claim or demand on or before **XXXX** (*date of expiry*) all rights under this Bond

shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of

whether or not the original Surety bond is returned to the Surety.

Dated the day of 20.....

15. The Insurance Surety Bond shall be verified by sending mail [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

.....

[Designation with Code No.]

.....

[P/Attorney] No.

Witness

1.

2.

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

(On proper Stamp Paper, rate prescribed as per section 13 & 24 of the UP-Stamp Act, 2008 and amended from time to time at the time of submission of bank Guarantee)

PERFORMANCE GUARANTEE BOND
(TO BE USED BY APPROVED SCHEDULE BANKS)

In consideration of the President of India (hereinafter called "the Government" having agreed to exempt to M/s.....(hereinafter called "the said Contractor (s)" from the demand, under the terms and conditions of an Agreement LOA No..... dated.....made between **Sr. Divisional Electrical Engineer/TRD/North Central Railway, Prayagraj, Ministry of Railways** and M/s..... for the work..... (hereinafter called "the said Agreement") of Performance Guarantee Bond for the due fulfillment by the said Contractor (s) of the terms and conditions contented in the said Agreement, on production of a Bank guarantee for **Rs.....(Rupees.....only)**. We,..... hereinafter referred to as "the Bank" (indicate the name of Bank) at the request of M/s (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We..... (indicate the name of the Bank) do hereby undertake to Pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government through Sr.Divisional Finance Manager, North Central Railway, Prayagraj stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.....**

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s)/ supplier (s) in any suit for proceeding pending before any court or Tribunal relating thereto our liability under this present contract being absolute and unequivocal.

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

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **Senior Divisional Electrical Engineer/TRD/North Central Railway, Prayagraj, Ministry of Railway** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a Demand or claim under this guarantee is made on us in writing on or before the **date** (b) We shall be discharged from all liability under this guarantee thereafter.

5. We..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s)/ Supplier (s).

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

Dated: theday of20.....

for.....
(Indicate the name of Bank)

The guarantee shall be valid for a period of two months after the completion of final work.

NEFT MANDATE FORM

Details of beneficiary

1	Name of Policy Holder or Claimant	
2	Policy Number	
3	Bank Name	
4	Address of the Bank	
5	Account Type Saving/Current/.....	
6	Bank Account Number	
7	IFS Code of Bank	
8	Your Mobile Number +91	
9	E mail ID	
10	PAN No. of Company	

Please Enclose: 1) Cancelled Cheque leaf where in the name of account holder is mentioned or
2) Photo Copy of Ist page of the Bank passbook where the name of account holder, bank account number, IFS code is mentioned