

Central Railway.

Bhusawal Division.

## ENGINEERING DEPARTMENT TENDER DOCUMENT

### Beginning of Tender document

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| <b>E-Tender Notice No.&amp;Date.</b>  | <b>DRM(W)Bhusawal/19 /2026</b><br><b>Date- 11/06/2026</b>  |
| <b>E-Tender No.</b>   | <b>DRM W bsl 19 2026 t10</b>   |
| <b><u>Name of Work-</u></b>   |  |
| Annual sectional contract (Zone) for supply of building materials for the year 2026-27 & 2027-28 (i) <b>Part A: Z-1- Supply of building materials for Station Galan(Ex.) to Bhusawal (Ex.) with Pachora-Jamner section. under the jurisdiction of ADEN(L)BSL</b> (ii) <b>Part B: Z-2- Supply of building materials for Station Duskheda (Ex.) to Khandwa (Incl.) Section under the jurisdiction of ADEN KNW under</b> for the year (2026-27 & 2027-28) of Sr.DEN(N)BSL's section. |  |
| <b>Approx. Cost in ₹.</b>   | (i)For the Year 2026-27 - ₹. 27,00,000/-<br>(ii)For the Year 2027-28- ₹.25,00,000/-<br>(iii)Total=₹. 52,00,000/- |
| <b>Bid Security /Earnest Money in ₹.</b>  | <b>₹. 104000.00</b>  |
| <b>Completion period</b>  | <b>(24) Twenty Four Months</b><br><b>(i.e. Two Years upto 30-06-2028)</b>  |
| <b>Cost of tender booklet in Rs.</b>  | <b>NIL</b>   |
| <b>Tender Closing Date, Time</b>  | <b>03 / 07 /2026, 15.00Hrs</b>   |
| NAME OF TENDERER: _____   |  |
| Address _____   |  |
| Mobile/Phone Nos _____  |  |
| Permanent Account Number (PAN) No.-----   |  |
| <b>Bidders Please note that – The standard format of Annexure –V, V(A) and VI B as per GCC Apr. 2022 is enclosed in tender booklet and bidders are advised to submit duly filled Annexure –V, V(A) and VI B which are mandatory.</b>  |  |

Contractor

for DRM (W) BSL

**Bidders please Note that tender will be evaluated as per latest Advance correction slips issued against prevailing IRGCC.**

**Note-Detailed information of the works & conditions may be seen in the Tender documents.**

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|   | <b><u>INSTRUCTIONS TO THE TENDERERS-</u></b>   |   |
| I | <b>MINIMUM ELIGIBILITY CRITERIA-(Applicable for works costing more than Rs 50.0 Lakhs)</b> |   |
|   | 1  | <b>MINIMUM ELIGIBILITY CRITERIA-</b>  |
|   | I)Technical Eligibility Criteria:  | <p><b>Technical Eligibility Criteria:---</b></p> <p>(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:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&amp;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:</p> <p>(i)Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or</p> <p>(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or</p> <p>(iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.</p> <p>Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.</p> <p>(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.</p> <p>(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</p> |

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|  |  | <p>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.</p> <p>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:</p> <p>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.</p> <p><i>Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.</i></p> <p>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.</p> <p><b>Note for Item 10.1:</b></p> <p>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.</p> <p>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.</p> |
|  | <b>II) Financial Eligibility Criteria:</b> | <p><b>Financial Eligibility Criteria:---</b> The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where</p> <p>V= Advertised value of the tender in crores of Rupees</p>   |

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|  |   | <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>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.</p> <p>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.</p>  |
|  | 2 | <p><b>Similar Nature of works-</b></p> <p>Any type of civil work viz. building and structures work, pipe lines, underground and overhead tanks, foundation treatment works in any Railway embankment/cutting, any earth work, cover over platform, bore wells, level crossing works including lifting barriers, cement concrete apron works etc.</p>  |
|  | 3 | <p>i)Certificates from private individuals/Organization shall not be considered. Certificates from Govt/PSUs only shall be considered.</p> <p>ii)For Building works and Ballast supply tenders-Certificate from Private Individuals for whom such works are executed/being executed should not be accepted. However, in case of certificate from non-Government/non-PSU Corporate Organization the Certificate should be from authorized signatory of the public limited company/institutions.</p> <p>iii)Following documents will be relied upon for working out the total contractual payment received by the tenderer to evaluate credential against criterion (II) above,</p> <p>A)Attested copies of Annual Income Tax returns filed with Income Tax department.</p> <p>B)Attested copy of Tax deducted at Source(TDS) certificate.</p> <p>C)Attested copy of Audited balance sheet duly certified by the Chartered Accountant.</p> <p>D)Attested certificates from Employer/clients about contractual payment received for the work done.</p> |

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| 4 | <p>The tenderer(s) should have to submit the following documents along with the tender:-</p> <ul style="list-style-type: none"> <li>(a) List of personnel, organization available on hand and proposed to be engaged for the subject work.</li> <li>(b) List plant &amp; machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.</li> <li>(c) List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of schedule completion of work. Date of actual start, actual completion &amp; final value of contract should also be given.</li> <li>(d) List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.</li> </ul> <p><b>Note-(i)</b>In case of items I &amp; (d) above, supportive documents/certificates from the organizations with whom they worked/are working should be enclosed.<br/> <b>(ii)</b>Certificates from private individuals for whom such works are executed/being executed should not be accepted.</p>  |
| 5 | <p><b>Railway Board Letter No.2017/Trans/01/Policy Date08/02/2018 is as under-</b></p> <p><b>Item No.3.0-System of verification of tenders credentials-</b></p> <p>3.1- For the work tenders it has been decided to adopt the affidavit-based system of credential verification.</p> <p>The Tenderer shall submit along with the tender documents, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of document/certificates in support of credentials, submitted by the Tenderer, shall be self-attested/digitally signed by the Tenderer or authorized representative of the Tendering Firm. Self attestation shall include signature, stamp &amp; date (on each page) Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway PSUs.</p> <p>3.2- In all works tender documents, following Para is added in the section describing the qualification &amp; eligibility criteria-</p> <p>The Tenderers shall submit <b>a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. The standard format of certificate to be submitted by Bidder is enclosed as Annexure -V.</b></p> <p>Non Submission of an certificate by the Bidder shall result in summary</p> |

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|  | rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the qualifying criteria mentioned in the tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the Submitted document of tenderer as far as his qualification for the tender is concerned.   |
|  | <b>a)</b> The Railway reserve 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 thereunder. |
|  | <b>b)</b> In Case any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit(EMD),Performance Guarantee(PG) and Security Deposit(SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (Five) years.   |
|  | <b>c) With such a system of self –certification of credential, tender finalization should also be speeded up. This Tender is floated on Single Packet System of tendering ,hence tender validity period is 60 Days</b>  |
|  | Item No.6.0-Multiple L-1-<br>In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity.<br>In case Bid Capacity is also the same, tenderer having done more value of similar work in the last three financial years and in the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow.  |
|  | Item No.8.0- Price Variation Clause(PVC) - <b>NOT APPLICABLE.</b>   |
|  | The standard format of affidavit to be submitted by Bidder is enclosed as Annexure –V & V(A).   |
|  | If any contract is terminated under clause 62 of GCC on contractor's fault, then that contractor shall be temporarily debarred from participation in any tender in that division for one year if so decided by the tender accepting authority.  |

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| II | <b>Other Information:-</b> |
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| 1  | Tenderer may participate electronically in E- tender through website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> & submission of manual offers against e-tender are not allowed & if any manual offers submitted shall neither be opened nor considered.  |
| 2  | <b><u>Cost of Tender Booklet/Document-</u></b><br>(i) Tender documents are non-transferable and cost of Tender Document is not refundable.<br>(ii) The cost of tender document can be paid through on Line payment mode like net banking, debit/credit cards etc. available on IREPS portals.  |
| 3  | <b><u>Cost of EMD-</u></b><br>(1) Earnest Money can be paid through on Line payment mode like net banking, debit/credit cards etc. available on IREPS portals.<br>(2) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above |
| 4  | If any plan/drawing is attached with the Tender Form, Rs.200/- per plan/drawing will be levied extra.  |
| 5  | The tenderer(s) should attach their credentials along with their offer.  |
| 6  | The prospective Tenderers are advised to visit website <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> before One week of the date of closing of submission of tender to note any changes/corrigenda of any tender.   |
| 7  | Joint Venture is not applicable to this tender.  |
| 8  | Mobilization advance clause not applicable.  |
| 9  | The all documents submitted should not be corrupted, if at the time of tender opening. The document submitted are not opened being corrupted, offer shall be summarily rejected.   |
| 10 | Wherever the Central/State makes it obligatory for the Railway to deduct any amount towards Income Tax and as per provisions of GST Act 2017, the same will be deducted as per rule accordingly.   |
| 11 | 'In case the Bidders failed to submit Affidavit/certificate as per Railway Board Letter No.2017/Trans/01/Policy Date 08/02/2018 alongwith their offer. The Bidder's offer will be summarily rejected.  |



**TENDER FORM  
PART-I**

**STANDARD GENERAL CONDITIONS OF CONTRACT**

**April 2022**

**I N D E X**

**PART - I  
REGULATIONS FOR TENDERS AND CONTRACTS**

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|               |   |             |

**PART I****Instructions to Tenderers (ITT)**

**1.0 Applicability:** These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

**1.01 Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance(LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

**1.1 Interpretation:** These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

**1.2 Definition:** In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c) “Chief Engineer” shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
- (e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- (f) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- (g) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.
- (h) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.
- (i) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- (j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

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

(l) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

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

(o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

**1.3** Words importing the singular number shall also include the plural and vice versa where the context requires.

## **CREDENTIALS OF CONTRACTORS**

### **2. Application for Registration and Approved list of contractors:**

**2.1** Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

**2.2** An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

**2.3** The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

**2.4** An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

## **TENDERS FOR WORKS**

**3. 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. e-Tender Forms shall be issued free of cost to all tenderers.

**4. Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**5. Bid Security: Para 5(1)(a) of Part-I of GCC'22,ACS 11**

(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 90days 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 **Dispatch Section of DRM (W) BSL** before closing date of 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 Authority 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.

(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

- Wrong/incorrect invoices issued by Contractor;
- No-filing of GST returns;
- Non-payment of GST collected from Indian Railways to the authorities;
- Any other non-compliance done by Contractor;

**General Indemnity:-** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

**Retention Money:-** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall

be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

**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**, **incase of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the 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 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 is qualifying the Qualifying Criteria mentioned in the Tender Document.

### **CONSIDERATION OF TENDERS**

**7. Right of Railway to Deal with Tenders:** 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 wherein tender 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 pre-qualification 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.



**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 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.

**9. Form of Contract Document:** 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).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

## CENTRAL RAILWAY

## TENDER FORM (First Sheet)

**E-Tender No. - DRM W bsl 19 2026 t10****Name of Work:-**

Annual sectional contract (Zone) for supply of building materials for the year 2026-27 & 2027-28 (i) **Part A: Z-1- Supply of building materials for Station Galan(Ex.) to Bhusawal (Ex.) with Pachora-Jamner section. under the jurisdiction of ADEN(L)BSL** (ii) **Part B: Z-2- Supply of building materials for Station Duskheda (Ex.) to Khandwa (Incl.) Section under the jurisdiction of ADEN KNW under** for the year (2026-27 & 2027-28) of Sr.DEN(N)BSL's section.

To

The President of India

Acting through the DRM(W) BSL, Central Railway

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 60 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 DRM(W) BSL, Central 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 **(24)** Twenty Four Months(i.e.Two Years upto 30-06-2028) 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 ₹ 104000.00 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.

Contractor

for DRM (W) BSL

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 Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

**TENDER FORM (Second Sheet)**

**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)

28 Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of DRM (W) Bhusawal or obtained from the office of the Chief Engineer, Central Railway on payment of prescribed charges.

29 Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of DRM (W) Bhusawal or obtained from the office of the Chief Engineer, Central Railway on payment of prescribed charges.

- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

**2. Drawings for the Work:** The Drawing for the work can be seen in the office of the DRM (W) Bhusawal and / or Chief Engineer, Central Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

**3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Central Railway as applicable to Bhusawal Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

**4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

**5.** The works are required to be completed within a period of **(24)** Twenty Four Months(i.e.Two Years upto 30-06-2028) from the date of issue of letter of acceptance of the tender.

**6. Bid Security:**

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, 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 90days) 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 Central 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. 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.

**8.** 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.

**9.** 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.

## **10. Eligibility Criteria:**

### **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.

**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.

**10.4** No Technical and Financial credentials are required for tenders having advertised 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 propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
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 propriety 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 propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
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 Proprietary Firm, Annexure – V (A) Shall also be submitted by the each member of a Partnership Firm / Joint Venture / 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 DRM(W)Bhusawal, Central 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 Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

**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 works under or to deal matters related with this contract, any retired Engineer of gazette 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.

## **17. JOINT VENTURE (JV) IN WORKS TENDERS – NOT APPLICABLE FOR THIS TENDER.**

### **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 the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

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 allowed to be modified / altered / terminated during the validity of the tender as well as the

currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be 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 beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions 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 Security shall 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.

(Signature)  
(Designation)

Signature of Tenderer(s) \_\_\_\_\_ Railway Date \_\_\_\_\_  
Date \_\_\_\_\_

**ANNEXURE - I (Contd. ...)****TENDER FORM (Third Sheet)****Name of Work:** \_\_\_\_\_**BILL OF QUANTITIES****1. Standard Schedule of Rates (SSOR) Items:**

| SL | Item No. of SSOR | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words to be filled by tenderer (₹) | Amount (₹) |
|----|------------------|-----------------------------|----------------------|------|---|------------|
| 1  | 2                | 3                           | 4                    | 5    | 6   | 7          |
|    |                  |                             |                      |      |   |            |

**2. Non Standard Schedule of Rates (SSOR) Items:**

| SL | Item No. | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words to be filled by tenderer (₹) | Amount (₹) |
|----|----------|-----------------------------|----------------------|------|---|------------|
| 1  | 2        | 3                           | 4                    | 5    | 6   | 7          |
|    |          |                             |                      |      |   |            |

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at \_\_\_\_\_ % above/below the Standard Schedule of Rates (SSOR) of the \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division or at the rates quoted above for each item.

Dated \_\_\_\_\_

Signature of the Tenderer(s)

**Note:** Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

Contractor

for DRM (W) BSL



**ANNEXURE – II****AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. \_\_\_\_\_ DATED \_\_\_\_\_.  
 ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between  
 the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ Railway  
 hereinafter called the "Railway" of the one part and \_\_\_\_\_ hereinafter  
 called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of \_\_\_\_\_  
 months from \_\_\_\_\_ to \_\_\_\_\_ for the performance of:

(a) New Works, additions and alterations to existing structures, special repair works and  
 supply of building materials subject to the contract value for such works not exceeding  
 ₹ \_\_\_\_\_.

(b) All ordinary repair and maintenance works at any site between kilometer \_\_\_\_\_ and  
 kilometre \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed  
 and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_ %  
 above/below the Standard Schedule of Rates (SSOR) of the \_\_\_\_\_ Railway, corrected  
 up to the latest correction slips and Standard Specifications of the \_\_\_\_\_ Railway  
 corrected upto latest correction slips and the Special Conditions and Special Specifications, if  
 any in conformity with the drawings (if any) that will be issued with the work order, aforesaid  
 AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the  
 payment to be made by the Railway, the Contractor will duly perform the works set forth in the  
 said Work Order 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 on or before  
 the respective dates specified therein in accordance with the said specifications and said  
 drawings (if any) and said conditions of contract and will observe, fulfill and keep all the  
 conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if  
 the same had been duly set forth herein), AND the Railway both here-by agree that if the  
 Contractor shall duly perform the said work 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 completion thereof the amount due in respect thereof at the rates specified above.

Contractor \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Railway \_\_\_\_\_

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

Contractor

for DRM (W) BSL

**ANNEXURE - III****WORK ORDER UNDER ZONE CONTRACT**

WORK ORDER NO. \_\_\_\_\_, DATED \_\_\_\_\_ UNDER CONTRACT AGREEMENT

NO. \_\_\_\_\_ DATED \_\_\_\_\_.

Name of Work \_\_\_\_\_ (SITE) \_\_\_\_\_

Schedule of Drawings \_\_\_\_\_

Authority \_\_\_\_\_

Allocation \_\_\_\_\_

The Contractor(s) \_\_\_\_\_ is / are hereby ordered to carry out the following works at \_\_\_\_\_% above/below the 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 under Zone Contract Agreement here-in-before referred to:

| SL  | Item No. | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words (₹) | Amount (₹) |
|---|----------|-----------------------------|----------------------|------|--------------------------------|------------|
| 1   | 2        | 3                           | 4                    | 5    | 6                              | 7          |
| Total Approximate Value of Work = ₹ _____ |          |                             |                      |      |                                |            |

The works herein mentioned are required to be completed on or before \_\_\_\_\_ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of 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.

Divisional Railway Manager/Divisional \_\_\_\_\_ Engineer

\_\_\_\_\_ Division

\_\_\_\_\_ Railway

Date \_\_\_\_\_

for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender

Contractor

for DRM (W) BSL

documents and the Standard Specifications of \_\_\_\_\_ Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor \_\_\_\_\_ (Signature)

Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_

For President of India)

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of Witnesses (to Signature of Contractor) with address

1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ANNEXURE - IV****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 here-into 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:**

\_\_\_\_\_  
\_\_\_\_\_

Contractor

for DRM (W) BSL

**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 (including its constituents),  
M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of \_\_\_\_\_ (*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 Railway website [www.ireps.gov.in](http://www.ireps.gov.in) . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or 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 along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness 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 or incorrect 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 Certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/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 / constituents partner), and member/ partner of the (Tendering firm) hereby solemnly affirm and state as under:

1. I/We certify that .....( constituent firm / constituents 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 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 fulfill all the requirements in this regard and am/are eligible to be considered (Evidence of valid registration by competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM / CONSTITUENTS PARTNER

Place:  
Dated:

\*\*\*

**TENDERER'S CREDENTIALS (BID CAPACITY)****RAILWAY**

For tenders having advertised value more than Rs 10 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

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

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

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to the tenderer but yet not started upto the date of inviting of tenders.

Note:

- (a) The Tenderer(s) shall furnish the details of -
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.



- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual “bid capacity” of all the members shall be taken as JV’s “bid capacity”.
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

**Annexure –VIA**

Para 5 of the Instructions to Tenderers

**(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 .....,

..... Railway,

Beneficiary: ..... 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*].....

(*hereinafter 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 any time.

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

Contractor

for DRM (W) BSL

*[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.

Reference -Para 10.2 &amp; 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

**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<br>(Contractual Payment only) |                    |                  |                                      |
|---|--------------------|------------------|--------------------------------------|
| Year  | Amount<br>Currency | Exchange<br>Rate | Indian National Rupees<br>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)***

## STANDARD SPECIAL CONDITIONS OF CONTRACT

### 1. General

- 1.1 These “Special Conditions and Specifications, Instruction to Tenderers and the stipulations made in the Schedule of quantities and rates “ shall govern the works executed under this contract in addition to the “INDIAN RAILWAY UNIFIED STANDARD SPECIFICATIONS (Works and materials)volume-I&II, **Indian Railways General conditions of Contract, Apr. 2022** and CENTRAL RAILWAY UNIFIED STANDARD SCHEDULE OF RATES (works and materials)-2011/2019 and DSR 2021/23”, such as amended by correction slips from time to time.
- 1.2 Where there is any conflict between these “Special Conditions and Specifications” and the “Schedule of quantities and rates” on one hand and the “Indian Unified Standard Specifications, **Indian Railways General conditions of Contract, Apr. 2022** and Central Railway Unified Standard Schedule of Rates (works and Materials)-2011/2019” and DSR 2021/23 on the other, the former shall prevail.
- 1.3 All references in this document to the word “Standard Specifications” shall mean the Specifications mentioned in the “Indian Railway Unified Standard Specifications”.
- 1.4 Any foot note(s) appearing below the item(s) of the contract schedule will take precedence over these Special Conditions.
- 1.5 Any Specification/conditions stated by the tenderer in the covering letter submitted along with his tender shall be deemed to be a part of the contract only to such extent has have been explicitly accepted by the Railway.
- 1.6 The General Conditions of contract will mean the **Indian Railways General conditions of Contract, Apr. 2022** as amended and/or corrected from time to time and obtaining at the time of accepting of the tender and at the time of execution of the agreement mentioned in clause 15 under Conditions of Tender. It should be the responsibility of the Contractor before submitting his tender and again before entering into said agreement to ascertain all amendments and/or corrections made to the said General Conditions of contract.

### 2. SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:

#### 2.1 Security Deposit-

**16.(1) Security Deposit:** 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.

**16.(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) **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), in case applicable.

**16. (2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) 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 these conditions, the Security Deposit shall not be forfeited.

**16.(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 this clause will be payable with interest accrued thereon.

### **3.0 Performance Guarantee-**

**16.(4) Performance Guarantee** 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 upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> 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 a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

**Para 16(4)(b) of Part-II GCC'22, ACS11**

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) 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;

(viii) 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 FA&CAO (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.

**Para 16(4)(h) of Part-II GCC'22, ACS11**

(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:

| <b>Bid quoted in % of advertised cost</b> | <b>Additional Performance Guarantee (%)</b> |
|---|---|
| <b>Below 0 - 5% (inclusive)</b>           | <b>Nil</b>                                  |
| <b>Below 5%</b>                           | <b>5%</b>                                   |

**7. Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the 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:

**Para 7(a)(i) of Part II GCC'22,ACS 11**

(a) (i) The Contractor shall not sub- contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that- for the purposes 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 obligations 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 Member.} \$

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity 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

#### **4.0 HIRE OF PLANT & MACHINERY AND OTHER FACILITIES-**

**4.1** The contractor shall make his own arrangements for all plant and machinery other facilities equipments, tools, including spare parts,fuel and consumable stores, & all labour required to ensure

efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items.

- 4.2** On the contractor's request the Railway may, however, give on hire plant and machinery/other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in which case, the hire charges for plant and machinery will be calculated to cover interest ordinary repairs and maintenance charges at 5% special repairs and maintenance charges at 10% depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plant & Machinery, which will be the present day market value plus, freight and other incidental charges increased by 12½ % supervision charges.
- 4.3** Hire charges for items other than plant and machinery, which do not require any form of repair and maintenance shall only take into account interest on capital, depreciation and an additional 10% on these two.
- 4.4** The hire charges per day shall be arrived at by dividing the annual hire charges by 250, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contractor.
- 4.5** In the event of a plant or equipment or facility given on hire to the contractor not being returned to the railway administration in a reasonably goods working order/depreciation that it would have suffered for the period of hire, the Railway shall treat the plant/facility as on sale, as per extant orders of the Railway from the date it was initially given on hire, withdrawing the hire terms and charges.
- 4.6** If, however, the plant and machinery/other facilities, equipments, and tools relinquished by the contractor are not available in Railway's stock or the Railway decides not to supply the same for reasons whatsoever, neither the Railway shall be bound to arrange for the supply thereof nor will Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.

## **5.0 SUPPLY OF MATERIALS BY RAILWAYS-No supply of cement and steel by Railway.**

## **6.0 USE OF RAILWAY MATERIALS SECURED WITH GOVERNMENT ASSISTANCE-Not applicable.**

## **7.0 SETTING OUT OF WORKS:-**

The Railway will initially set out the center line of the bridge and the alignment and fix the positions of the piers and abutments. The contractor shall thereafter set out the work and every part thereof fully. The contractor shall be responsible for maintaining the accuracy of the alignment, positions, and levels and of the work in accordance with the drawings, directions or instructions given from time to time to him and every facility shall be given to the engineer for checking of the same. The contractor at his own cost shall rectify the error in the dimensions, alignments positions or levels of work set out or constructed by him to the satisfaction of the Engineer.

In the case of building or other structures the Engineer or his representative will set out the center, longitudinal or the face line and at least one main cross line.

The work shall be set out by the contractor to the satisfaction of the engineer but his approval there shall not, nor shall his joining with the contractor in setting out the work, relieve the contractor from his entire and sole responsibility therefore.

The contractor shall also provide, fix and be responsible for the maintenance of all stakes, templates profiles, levels marks, points etc. must take all necessary precautions to prevent these being removed, altered or disturbed and will be held responsible for the consequences of such removal, alterations or disturbances should the same take place and for their efficient reinstatement.

## 8.0 SUPPLY OF WATER AND ELECTRICITY:-

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

**31.(2) 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 or failure of the water supply.

**31.(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.

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

**(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.

## 9.0 ROYALTIES AND PATENT RIGHTS:

**9.1.1** The contractor shall defray the cost of all royalties, fees and other payments in respects of Patents, Patent rights and licences which may be payable to patented licence or other persons or corporation and shall obtain all necessary licences. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the Railway audit officers, servants, representatives against all claims proceedings, damages, cost charges, loss and liability which they or any of them may sustain incur or be put to by reason or in consequence of, directly or indirectly, any such breach and against payment of any royalties damages or other monies which the Railway may have to any person or paid in total to the patent rights in respect of the users of any machine, instructions, process, articles, matters or thing constructed manufactured, supplied or delivered by the contractor to this order under this contract.

## 9.2 PAYMENT OF ROYALTY CHARGES:

**9.2.1** All taxes royalty charges etc. in connection with construction and supply of rubble/sand/stone ballast etc., have to be borne by the contractor. The contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authority/Collector and produce the same to DEN/Sr.DEN/XEN after completion of the supply but before release of his final bill. If in any case the contractor fails to produce the clearance certificate for royalty charges an amount equal to the amount of unpaid royalty charges as intimated by the Revenue Authority /Collector or as calculated on the basis of the relevant rates for payment of royalty charges applicable to the area will be retained from

the dues of the contractor. No claim regarding interest charges of delay in payment for retention of this amount would be entertained.

### **9.3 PERMIT OR PARWANA:**

**9.3.1** The contractor will at his own expenses obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The President/Railway Admn. will not under any circumstances be liable to obtain any permit or parwana whatsoever for the contractor.

**10.0 LEGAL CHARGES-** A fee of Rs.400/- per legal document like Bank Guarantee, Partnership deed or Power of attorney and any other legal document executed before or after the execution of the contract will be recovered from the contractor for obtaining legal Advice in the Law Officer. Resubmission of legal documents for obtaining legal Advice in the Law Officer additional Fee Rs.200/- per legal document will be recovered from the Contractor.

### **11.0 EMPLOYMENT OF STAFF-**

**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.

### **12.0 EMPLOYMENT OF TECHNICAL STAFF-**

| Annexure -A  |   |
|--|---|
| <b>Clause 26 to GCC- Provision of Efficient and Competent Staff at Work Sites by the Contractor:</b> |   |
| 26.1   | The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & 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.  |
| 26.2   | The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.  |
| 26.3   | In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for 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. |
| <b>Clause 26A to GCC- Deployment of Qualified Engineers at Work Sites by the Contractor:</b>         |   |
| 26A.1  | The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.   |
| 26A.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.  |
| 26A.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'.  |
| 3.0  | <b>In terms of provisions of new clause 26A.1 to the General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work:</b>  |
| (a)  | One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above.  |
| (b)  | One qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh, but less than Rs.200 lakh.   |
| (c)  | Further , in case the contractor fails to employ the Qualified Engineer, , in terms of provisions of Clause 26A.2 to the General Conditions of Contract, he 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 <b>Para 3(a) and 3(b)</b> above respectively. |
| <b>Ref- Railway Board L.No.2012/CE-I/CT/0/20 dated 10.5.2013</b> |   |

### **(13) VARIATION IN QUANTITY**

#### **VARIATIONS IN EXTENT OF CONTRACT**

**41. 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.

**42.(1) 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.

42.(2) (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 upto 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 upto 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 upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

- 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 upto 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 upto 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 earthwork 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).

**42.(3) Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid 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.

**14 STORAGE OF INFLAMMABLE ARTICLES**-No inflammable materials, such as petroleum oil etc., within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.

**15 ANTI-LARVAL WORKS:-**The contractor/s shall at his/their cost carry out all anti-larval works as per the Bye-laws of the locals authorities concerned or as may be directed by the engineer during the execution of the work under this contracts. If the contractor fails to carry out such work the railway may carry out the same and recover the cost, the fare from the contractor/s in the same way as other Railway amount are recoverable.

**15.1 ANTI-MALARIA PRECAUTIONS:**

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes at the site of work during construction and all reacceptance used for the storage of water must be suitably protected for this purpose or must be emptied at the close of the work every day. As a precautionary



measure against Malaria all water used for curing the concrete and masonry works must contain specified creosol in solution, which must not be less than 1:200 or more than 1:100 so that the solution will have markedly cloudy appearance and will give a reasonably strong odour.

As a precaution to any measure against Malaria the contractor will be responsible to take up anti-larval work at his own expense during the currency of the contract. In case of contractor's failure to undertake the job, the expenditure incurred if any by the Railway on this account is recoverable from the defaulting contractor without any reference.

- 16 **SERVICE ROAD APPROACHES**:-The rates for all items of the schedule shall be inclusive of the cost of all arrangements for crossing an obstruction to be crossed in the course of the work over land or across water and the cost of providing and maintenance of approach/and or service roads that may be necessary for bringing and removing the plants, machinery and material to and from the site of work including rent for use and/or compensation for damage if any to intervening private land traversed by such approach/service roads, and including cost of acquisition of land, if required for the purpose. The contractor will be permitted to make use of available service roads of the railways free of cost. Railway reserves the right to make use of the contractor's service road without paying any charges to him.
- 17 The tenderer should note that the rates quoted shall embrace all operations necessary for the satisfactory completion of the work to finish and shall include all charged for handling , transport, lead, lift, labours, housing, sanitation, water supply materials, fuel, tools and plants, electric power, workshop facilities, machinery security, lighting etc. and all other expenses of every kinds.
- 18 **SAFE WORKING METHODS**-The contractors shall at all times, adopt such safe methods of working as will ensure safety of structures equipment and labour. Safety rules that should be adhered to are given as guidelines in appendix "A". If at any time, the Railway finds the safety arrangements inadequate or unsafe, the contractor shall take immediate corrective action as directed by the Rly's representative at site. Any directions in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The Contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.
- 19 **NIGHT WORK**-The provision in clause 23 of General Conditions of Contract should be noted regarding execution of work between sunset and sun-rise. If the railway, is however, satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the engineer in this regard will be final and binding on the contractor.
- 20 **NOTICE TO PUBLIC BODIES**-The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions. Enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light etc. required in night.
- 21 **FIGURES, DIMENSIONS**-Figures and dimensions on drawing shall supercede measurements by scale, and drawings to a large scale shall take precedence over those to a smaller scale.
- 22 **PLEA OF CUSTOM**-The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specifications.
- 23 **CARE OF STAFF**-No quarters will be provided by the railway for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site work on available railway land. The contractor shall at his own cost make all necessary and adequate arrangements for the importation, feeding and preservation of hygiene of his staff. The contractor shall permit inspection at all times, of all sanitary arrangements made by him, by the engineer or his assistant or the Medical staff of the Railway. If the contractor fails to make adequate medical and sanitary arrangements these will be provided by the railway and the cost thereof, will be recovered from the contractor.

- 24 FIRST AID**-The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.
- 25 DAMAGE ACCIDENT OR FLOODS OR TIDES**-The contractor shall take all precautions against damages from accidents, floods or tides. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the Railway administration, lost or damaged by any cause during the course of contractor's work.
- The Railway Administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.
- 26 TRESPASS**-The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Engineer.
- 27 Code Nos.** description and rates given in the schedule are based on the "Unified Standard Schedule of Rates (works and materials) 2011/2019 (USSOR)" and DSR 2021/23. Any discrepancies noticed at any time during the execution currency of the work in wording, rates quantity of cement etc. should be rectified by reference to the printed schedule which shall be treated as authoritative and binding on the contractor. The notes appearing at the beginning of each of the relevant chapter of Central Railway's "Unified Standard Schedule of Rates (works and materials) 2011/2019" and DSR 2021/23 except modified by these special conditions will be applicable to this contract, both for standard schedule and non-scheduled items.

## **28 CONTRACT LABOUR ACT:-**

The following additional clause 55-A to the general condition of contract will be applicable.

- (i) The contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Act 1971 as modified from time to time, whenever applicable and shall also indemnify the Railway from and against any claim under aforesaid Act and the Rules.
- (ii) The contractor shall obtain valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.
- (iii) The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The contractors shall not withstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iv) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- (v) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act 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 section 20 Sub-section(2) and section 21 Sub-section (4) of aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under

sub-section(1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor”.

#### **29.1 PROVISION OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISION**

**ACT 1952**-The following additional clause 55-B to the General Condition of Contract will be applicable.

The contractor shall comply with the provisions of Para 30 and 36-B of the Employees Provident Fund Scheme, 1952: Para 3 and 4 of Employee's Pension Scheme, 1995: and Para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976: 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.

(Authority-Rly Bd's letter no 2012/CE-I/CT/O/22 dated 12-12-2012)

- 29** If the Contractors is a co-operative labour contract, Society/Vendor Co-operative Society, there shall be no element of contractor or ex-contractors in that Society in any capacity not shall there be any close relative of the Contractor or ex-contractor associating with the Society as an office bearer. The Railway administration reserve the right to terminate the contract of the Society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.

#### **30 THE BUILDING AND OTHER CONSTRUCTION WORKERS ACT-**

The tenderer should note for carrying out any construction work in Maharashtra/Madhya Pradesh must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the Maharashtra/Madhya Pradesh Government and submit certificate of Registration issued from the Registering Officer of the Maharashtra/Madhya Pradesh Government (Labour Department). 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 cess, when supplied under a separate schedule item. Note- Any amendment in the quantum of cess leviable under the welfare cess rules will be applicable from the date of notification.

#### **31 BLASTING-**

- 31.1** In the procurement, transport, storage issue and use of explosives the contractor shall abide by the specification and provisions incorporated in the IS Specification No.4081-1967 and IS Specification No.4756-1968 as amended from time to time .He shall also abide by all the rules and regulations provided in the Indian Explosives Act.1984 amended from time to time and such other acts and rules as may be enacted laid from time to time by the Government for such work.

- 31.2** Prior to carrying out any blasting the contractor shall obtain the concurrence of the Engineer and shall be at all times bound to carry out his instructions regarding provision of blanketing, the type, number size and placing and firing of charges. Where the blasting is to be carried out closed to running line, the Engineer may restrict the sizes and number of shots to be fired at a time so that adjoining tracks and works are not adversely affected and so that the rock beyond the desired profile of the cutting etc. is not cracked or disturbed. Blasting in close proximity to track structures and power lines will be carried out only under traffic power blocks. For works near telephone or telegraph wires, the contractor must advise the engineer in good time, so that he can satisfy himself that safe working methods are being adopted.

The contractor will only fire charges at the time notified to him by the engineer and will observe all precautions considered necessary as ordered by the Engineer. The contractor will have no claim for damages or loss due to any delay established or claimed to have occurred to the progress of any part of the work as a result of obeying such instruction of the engineer or taking such safety precautions as to the engineer may order to be taken from time to time.

- 31.1** The traffic and power blocks required for carrying out the blasting will be settled in advance and the contractor will be advised of the availability of blocks at least 6 hours in advance. If however, the

block could not be made available due to any reason whatsoever, the contractor will have no claim for any loss.

**32 PERIOD OF COMPLETION** - The Railway expects that a resourceful and experienced contractor should be able to complete the work in all respects within (24) Twenty Four Months (i.e. Two Years upto 30-06-2028) after contract is awarded. Each contractor must, however fill in the appropriate place on page 1 on the Tender Document, the period within which he undertake to complete the work.

**33 MAINTENANCE PERIOD - NIL**

**34 CLEARANCE OF SITE ON COMPLETION OF WORK**- On completion of the work, 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 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 effected by him and such clearance may be made by the Engineer at the expense of contractor in the event of his failure to comply with this provision within seven 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 Rly. Shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such way as deemed fit and convenient to Engineer.

**35 ARBITRATION:**

- 35.1 The provisions 63 and 64 of the GCC will be applicable only for settlement of claims of disputes between the Parties for values less than or equal to 20% of the value of the contract and when the claims or disputes are of value more than 20% of the value of contract, provision of clauses 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be a remedy for settlement of such disputes.
- 35.2 The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of condition 35.1 above.

**36 CLEARANCE OF SITE ON COMPLETION OF WORK**- On completion of the work, 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 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 effected by him and such clearance may be made by the Engineer at the expense of contractor in the event of his failure to comply with this provision within seven 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 Rly. Shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such way as deemed fit and convenient to Engineer.

**37 ARBITRATION:**

- 37.1 The provisions 63 and 64 of the GCC will be applicable only for settlement of claims of disputes between the Parties for values less than or equal to 20% of the value of the contract and when the claims or disputes are of value more than 20% of the value of contract, provision of clauses 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be a remedy for settlement of such disputes.

- 37.2** The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of condition 37.1 above.

### **38 PRECAUTIONS WHILE WORKING IN THE VICINITY OF TRACK-**

- (i) The contractor shall not allow any road vehicle belonging to his suppliers etc. to ply in Railway land next to the running line. If for execution of certain work viz. earth work for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in Railway land next to the Railway line, the contractor shall apply to the Engineer In charge for permission giving the type and no of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The Engineer In charge or his authorized representatives will personally counsel, examine and certify the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.
- ii) Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 m. from the centre of the nearest track. For plying of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractors' representative and controlling Engineer/Supervisors in charge of the work including officers and the in charge of the section
- iii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work.
- iv) The vehicles shall ply 6m clear of track. Any movement/work at less than 6 m and up to minimum 3.5 m. clear of track center, shall be done only in the presence of Railway employee authorized by the Engineer In charge. No part of the road vehicle will be allowed less than 3.5 m. from track center. Cost of such Railway employee shall be borne by the Railway.
- v) The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.

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

### **39 IMPOSITION OF TOKEN PENALTY FOR DELAY IN THE COMPLETION OF WORK**

**39.1** Extension to the currency of contract shall be covered under clause 17 of GCC

**39.2** The existing clause 17(B) of GCC provides for recovery of liquidated damages from the contractor for delay in completion of work. While granting extension to the currency of contract under clause 17(B) of GCC the competent authority may also consider levy of token penalty as deemed fit based on the merit of the case.

### **40 LIEN IN RESPECT OF CLAIMS IN THE CONTRACT**

Following clause is added to clause 52-A of GCC

52-A(ii) – However, the recovery of claims of Railway in regard to terminated contracts may be made from the Final bills, Security Deposits and Performance Guarantee of other contract or contracts executed by the contractor. The Performance Guarantee submitted by the contractor against other contracts if required, may be withheld and encashed. In addition, 10 % of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

### **41. PRICE VARIATION CLAUSE – NOT Applicable.**

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

|      | SAFETY RULES   | APPENDIX 'A' |
|------|--|--------------|
| 1    | Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and the ladder shall be given an inclination not steeper than 1/4 to (1/4 horizontal to one vertical).   |              |
| 2    | Scaffolding or staging more than 3.5 metres above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaging from the building or structure.  |              |
| 3    | Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and where the height of the platform or the gangway or the stairway is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.  |              |
| 4    | <p>Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder upto and including 3.5 metres in length. For longer ladders, this width should be increased by at least 20 mm for each additional metre of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.</p> <p>The contractor shall provide all necessary fencing and light to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.</p> |              |
| 5    | <p><b>Demolition before any demolition work is commenced and also during the process of the work: -</b></p> <p>a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.</p> <p>b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.</p> <p>c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.</p>   |              |
| 6    | <p>All necessary personal safety equipment as considered adequate by the Engineer in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.</p> <p>a) Workers employed on mixing asphaltic materials, cement and live mortar shall be provided with protective goggles.</p> <p>b) Those engaged in white washing and mixing or attaching of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.</p> <p>c) Those engaged in welding works shall be provided with welder's protective eye sight lids.</p> <p>d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.</p>   |              |
| 6 a) | In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will   |              |

|    |  |
|----|--|
|    | bear wages including all etc. of the staff posted as flag man, for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.  |
| 7  | When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.  |
| 8  | <p>Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:-</p> <p>(a)(i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.</p> <p>(b)Every Crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.</p> <p>(c)In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.</p> <p>In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.</p> <p>(d)In case of departmental machine the safe working load shall be notified by the Electrical Engineer in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.</p> |
| 9  | Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are goods conductors of electricity.   |
| 10 | All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work   |
| 11 | These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor  |
| 12 | To ensure effective endorsement of the Rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in-charge of the department or their representative.   |
| 13 | Notwithstanding the above clauses from (1) to (12) there is nothing in these to exempt the   |

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|  | contract or the operations of any other act of Rule in force in the Republic of India. |
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## Safety Rules at worksites in electrified sections

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|-----|---|
| 1.  | Warn all the staff about the danger of coming in close vicinity of the live traction overhead wires within 2m. Do not carry out any work within a distance of 2m from the live parts of the overhead traction wires unless the traction wires are made dead and earthed and 'permit to work' is obtained from TRD.  |
| 2.  | The risk of direct contact with the live OHE is ever present while working in electrified sections for various type of works such as painting of steel work of through spans of FOBs/ROBs, platform covered sheds, replacement of sheets on COP etc. Therefore, no work shall be done within a distance of 2 m from the live OHE without 'permit to work'. It is also to ensured that no tool or any part of the body of the worker comes within the danger zone. |
| 3.  | While working on service building and structures in the proximity of OHE, do exercise special care to ensure that tools, measuring tapes, materials, welding cables etc. are not placed in a position where they are likely to fall or may come in contact with OHE.  |
| 4.  | No crane shall work adjacent to OHE unless OHE is made dead and earthed and authorized OHE staff is present.  |
| 5.  | Do take care when carrying or handling long pipes, poles, ladders, overhanging on shoulders which may inadvertently come in contact with or within 2m of live OHE.  |
| 6.  | Do not use steel measuring tapes, metal tapes, tapes with woven metal reinforcement, metallic leveling staff and long metallic wire rods on the electrified track.  |
| 7.  | Do not use any kind of tools or metal articles such as paint pots, oil case, metal bars, etc., which can be either lifted or be dropped or be carried by the wind on to the live OHE.   |
| 8.  | Do not hang/keep loose the welding cable while FOB/ROB/COP works are under progress.  |
| 9.  | Ensure availability of TRD, S&T staff at site for removing and replacing the traction bonds and jumper/ bonding connection wherever required (e.g. on FOB columns).<br>Cancel the block to resume the normal traffic only after ensuring that traction bonds/ cable jumpers have been reconnected by TRD, S&T staff.  |
| 10. | Do not touch fallen or hanging traction wires.  |
| 11. | Avoid contact with the rails when an electrically hauled train is within 250m.  |
| 12. | Provide continuous protective screens/ parapet walls on all FOBs/ ROBs and also ensure commissioning of FOBs only after completion of the work with all statutory provisions like screens, electrical earthing of FOBs steel work etc. Until then, the entry for FOB under construction shall be physically blocked for the use of public.  |
| 13. | While carrying excavation works adjacent tracks and cable routes in an electrified area, take adequate precautions for the safety of staff and to avoid damage to underground cables and rail bonds.  |
| 14. | Do ensure that while excavating or digging near a mast foundation, the foundation is not exposed. All such works to be done under intimation to TRD staff.  |
| 15. | ADEN who is executing the contract, needs to counsel contract's Engineers, Supervisors and shall issue Competency certificate for working near OHE live wire in the Performa attached as Annexure -A(i).  |
| 16. | SSE/Works who is executing the contract, shall open an assurance register to maintain the records of counselling the contractual labors by the contractor's Engineer and SSE/Works shall countersign it. The Contractor's Engineer shall issue Competency certificate in the Performa attached as Annexure- A(ii) to such counselled labors.  |
| 17. | Any contractual personal not having the Competency certificate issued by ADEN and Contractor's Engineer as mentioned above shall not be permitted to work near OHE live wires.  |

**Annexure- A(i)**

Certified that Shri..... Engineer/Supervisor of M/s..... has been counselled and examined in safety measures to be followed while working in the vicinity of OHE wires. His knowledge has been found satisfactory to work in the vicinity of OHE territory.

Signature  
(Name of ADEN)  
ADEN

**Annexure- A(ii)**

Certified that Shri.....welder/helper engaged by M/s..... has been counselled and examined in safety measures to be followed while working in the vicinity of OHE wires. His knowledge has been found satisfactory to work in the vicinity of OHE territory. Its record has been maintained in the assurance register.

Signature  
(Name of Contractor's Engineer)  
Contractor's Engineer

| <b>ADDITIONAL SPECIAL CONDITION-A</b> |  |
|---------------------------------------|--|
| 1                                     | Tenderer(s)/Contractor(s) should carefully read the conditions accompanying the tender regarding validity period, completion time etc. and should satisfy himself by site inspection if necessary that he is in position to carry out the work in accordance with the contract conditions.   |
| 2                                     | Tenderer shall not quote any special condition. In case special conditions are quoted by the tenderer and the same is not accepted by the Railways and if the offer refused by the tenderer with Railway stipulations on special conditions quoted by the tenderer(s), the Earnest Money deposited by the tenderer shall be forfeited.   |
| 3                                     | Earnest Money can paid through on Line payment mode like net banking,debit/credit cards etc. available on IREPS portals.   |
| 4                                     | The scope of the work stated above is tentative and Railway reserves the right to modify/expand or reduce the scope of work. Contractor will not be entitled to raise claim on this account.   |
| 5                                     | As per the conditions of the contract the offer is required to be kept open for <b>60 Days</b> from the date of opening of the tenders. The offer of the rebate if any, quoted by the tenderer shall be considered valid for <b>60 Days</b> . Any shorter period of validity of rebate quoted by the tenderer will be ignored and rebate will be considered valid for <b>60 Days</b> or as extended further.   |
| 6                                     | i)If there is a typing mistake in the master schedule items, wording/description, unit of basic rates, the wording/description, unit and rate given in Central Railway SOR-2002 & USSOR-2011 / <b>USSOR-2019</b> (works and material) and DSR 2021/23 & latest Corrigendum Slips issued to Central Railway USSOR-2011/ <b>USSOR-2019</b> (works and material) and DSR 2021/23 will prevail over the same.& for NS items as per approved NS items of Railway/ NS items of Sanctioned Estimated for the works.   |
|                                       | ii)If there is a typing mistake in the adding special Condition/Clauses in tender document, then Latest GCC, Railway Board's circular for tenders/ Contracts will prevail over the same.   |
| 7                                     | <p><b>Care in submission of Tenders:-</b></p> <p>(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.</p> <p>(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. &amp; 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.</p> <p>(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.</p> <p>(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</p> |

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|    | his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.  |
| 8  | The tenderer should submit attested Zerox copy of his Permanent Account Number (PAN).  |
| 9  | The Railway will not supply any piped water for works outside Railway colony and at stations where piped water supply does not exist. The stations where the water will be supplied, the supply will be at usual rates and only to the extent actually required for the work.  |
| 10 | General Arrangement Drawing for the work as defined in item(s) of meaning of terms, of tender for the work should be obtained by the contractor from the Divisional Engineer/Assistant Engineer within period of 3 days of the acceptance letter to the contractor for commencement of work, if not annexed & with the tender forms and it will be his responsibility.   |
| 11 | <p>(i) It should be specifically noted that some of the detailed drawings may not have been finalized by the Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.</p> <p>(ii) No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work(s) arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and site layout plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.</p> <p>(iii) No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss. (Authority- CE (Works) CSTM's letter No. W.187.R.A.1.Special Condition dt.16-04-2007).</p>   |
| 12 | The quantities of item/items shown in the schedule for the work to be executed are approximate and are for guidance of the Contractor/Contractors. The quantities have been as far as possible correctly, but the same may vary to the extent of 25% on either side i.e. increase or decrease during the execution of the work accordingly in the actual need of the Railway. However, yard stick of 25% stipulated herein will not be applicable for works in foundations. The work/works with variation laid down above shall be binding on the Contractors and he/they will not be entitled for any compensation for such variation and he/they will be paid only for the actual quantity of work/works done by him/them. The decision of the Engineer regarding the extent to necessity of the variation shall be final and binding on the Contractor/s and the Contractor(s) cannot question or make any claim regarding the same at any stage.   |
| 13 | In case the contractors have to ply vehicles for purpose connected with the contract, adjacent to the Railway track the Railway Administration will be at liberty to post an experienced staff as a Flagman for guidance of the movements of such vehicles so as to prevent accidents. The contractor will bear wages including all allowances etc. of the staff posted as Flagman for the period of contract or for such periods during which such staff is posted for the purpose. The Railway Administration will be sole judge in its absolute discretion of the fact that it is necessary to post any staff that which of the staff will be suitable for the purpose that what should be the wages and other allowance payable by the contractor for such staff and what should be the period during which such staff should be posted for the purpose. The Railway Administration will have a right without prejudice to other remedies, to recover the wages etc. of staff from the bills of the contractor in respect of this contract or from any other money of the contractor whatsoever available with the Railway Administration. |
| 14 | <b>For all the works except work of earth work for embankment/cutting/supply of ballast-</b> All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the contractor/s to the Govt. or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway. Contractor shall not have any claim whatsoever as a result of the increase in the rates for such royalties, taxes, duties or any other forms of levies etc. (Concessional sales tax form and Octroi exemption certificate will be issued to contractor on his specific request, if legally permissible.)   |

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|  | (Ref.Dy.CE(W)CSTM Letter No.W.187.R.A.1.Special Condition Date 18/09/2017) |
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### **ADDITIONAL SPECIAL CONDITION-(B)**

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| (1) Contractor will pay his Labour through Bank/Cheque/ECS and the payment sheet showing the amount paid to each Labourer will be countersigned by a representative of the Department which is administering the Contract. |
| (2) Contractor will issue Identity Card to his Contract Labours.   |
| (3) Contractor will deduct P.F. of the Contract Laborers' and will comply with other provisions of the EPF and Misc. provisions Act 1952.  |
| (4) Contractor will make deductions towards ESI from the payment paid to his Labour and will remit the same to the appropriate authority under the ESI Act along with his own contribution.                                |
| (5) The Contractor agrees that Railway officials, including Welfare Inspectors, shall have the right to inspect the books of the Contractor to ensure compliance of the above provisions                                   |

### **ADDITIONAL SPECIAL CONDITION- (C)**

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| Special Condition regarding Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders having advertising Tenders value of Rs.10 Lakh and above <b>.(Railway Board Letter No.2018/CE-I/CT/9 Date 04/06/2018)</b> |   |
| (1)  | 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 and 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 Letter of Credit (LC) arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System-the e-application on which tenders are 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 Letter of Credit (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: <ul style="list-style-type: none"> <li>(a) The LC shall be a sight LC.</li> <li>(b) The contractor shall select his Advising/Negotiating bank for LC.<br/>The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.</li> <li>(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 2018-19. SBI branches where the respective Railway Accounts Office has its Account (Local SBI branch) will be the 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 thereof shall be borne by the contractor and shall be recovered from his bills.</li> <li>(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 thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.</li> <li>(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway</li> </ul> |

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|     | <p>from and against all Losses, 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 relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p> <p><b>(f)</b> The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure-2) after passing the bill for completed work , to enable contractor to claim the authorized amount from their bank .</p> <p><b>(g)</b> The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.</p> <p><b>(h)</b> The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.</p> <p><b>(i)</b> On issuance of Document of Authorization copy of Document of Authorization shall be posted on IREPS for download by the contractor . A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch ).</p> <p><b>(j)</b> The contractor shall take print out of the Document of Authorization 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 Authorization, bill of exchange and Bill.</p> <p><b>(k)</b> The payments against LC shall be subject to verification from Railway's Bank(Local SBI Branch ).</p> <p><b>(l)</b> The contractor's bank (advising Bank ) shall submit the documents to the Railway's Bank(Local SBI Branch ).</p> <p><b>(m)</b> The Railway's Bank(issuing bank) shall , after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to The contractor 's bank (advising Bank ) for crediting the same to contractor's account.</p> <p><b>(n)</b> 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.</p> <p><b>(o)</b> The LC shall be closed after the release of final payment including PVC amount, if any to the Contractor.</p> <p><b>(p)</b> The release of performance guarantee or security deposit shall be dealt directly by Railway with the Contractor i.e. not through LC.</p> |
| (2) | For opening of LC, executive department shall make a request Letter to concerned Accounts Department on a format placed as Annexure -1   |
| (3) | Necessary Changes in IREPS and IPAS e-application have already been carried out. For having option for payment to contractors through LC.  |

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|  | Annexure-1  |  |
|  | Request Letter from Executive Branch to Accounts Office for opening of LC   |  |
|  | No.-----<br>Office of -----,<br><div style="text-align: right;">-----Railway<br/>Date-----</div><br>Sub:- Opening of LC<br>Ref:- Supply Order/ Contract Agreement No.<br>It is requested to open a sight LC against the above referred Order / Agreement in<br>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 months (LC Amount)   |
|  | (x)   | Beneficiary bank details<br>a) Bank name<br>b) Address<br>c) Account No.<br>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<br>due against the tender through LC arrangement in IREPS portal at the time of bidding<br>itself and the option has been flagged in the IREPS. This has the approval of -----<br>-----  |  |
|  | (Signature)<br>Name-----<br>Designation-----<br>(Official Seal)   |  |

Date-----

Reference (i) Works Contract /Supply Contract No.-----Date-----

(ii) Inland Letter of Credit No.----- Date-----

This document is issued against Contract No.----- (From IREPS) ----- Dated-----  
----- for Supply/Work of----- Description of Goods/ Work From  
IREPS-----

The beneficiary or the aforementioned Letter of Credit M/S.....(Name and Vendor code )----( Vendor code-----as per IREPS -----) 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/second commercial Invoice No.(From IPAS-----Dated From IPAS---For INR (From IPAS-----raised against the above contract from State Bank of India------(Branch) LC Master Table)--- -----on the strength of this Certificate.

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

| S.No.      | Invoice No. | Invoice Date | Invoice Amount (INR) | LCDA No. | LCDA Date | Amount Paid (INR) |
|------------|-------------|--------------|----------------------|----------|-----------|-------------------|
| Total Paid |             |              |                      |          |           |                   |

This Payment-----

LC Balance AFTER THIS PAYMENT-----

Signature of authorized  
Railway authority  
Name-----  
Designation-----  
(Official Seal)



## ADDITIONAL SPECIAL CONDITION- (D)

**17. Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/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.

**17A Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** 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:** 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.

**17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 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) 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 values** 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.

**17C Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

### **18. Illegal Gratification:- Para 18.(1) of Part-II of GCC'22, ACS 11**

**18.(1)** Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain.

This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

vii) “Obstructive practice”: materially impede the procuring entity’s investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

#### Para 18.(2) of Part-II of GCC’22, ACS 11

**18.(2) Punitive Provisions:** Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
  - a) Forfeiture or encashment of bid security;
  - b) calling off of any pre-contract negotiations; and
  - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive

## ADDITIONAL SPECIAL CONDITION (E)

### MEASUREMENTS, CERTIFICATES AND PAYMENTS

for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for

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

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

**45(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):**

**(a)** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and

binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

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

**(b) Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.

**46.(1) "On-Account " Payments:** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

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

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

**46.(4)** If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

**(a): Mobilisation Advance –**

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

**(b): Advance Against Machinery and Equipment –**

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

**The advances under sub clause (a) and (b) above, are subject to the following conditions -**

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

**46.(5) Manner of Payment:** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.



## **ADDITIONAL SPECIAL CONDITION (F)**

**55. Provisions of Payments of Wages Act:** 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.

### **55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

**55-A.(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.

**55-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.

**55-A.(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.

**55-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.

**55-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 (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which

the 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.

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

**55-C (i)** Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the 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 in Portal shall be done as under:

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

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / 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."

|   |  |
|---|--|
|   | <p><b>ADDITIONAL SPECIAL CONDITION of materials (G)</b></p> <p>(i) Cement- The contractor shall procure the Cement of the specified grade, conforming to relevant IS codes, manufactures in major cement plant, such as Ultratech, ACC, GRASIM, Ambuja, JK, Birla etc.</p> <p>(ii) Steel – ISI marks with BIS certification. The contractor shall procure the reinforcement steel (TMT Bars) and structural steel, as per IS-1786 and IS – 2062 respectively with ISI mark and with BIS certification.</p> <p>(iii) Sand- As per specification given in IRUSS</p> <p>(iv) Bathroom fittings/accessories shall be of JAGUAR, KOHLER, PARKO, MARK, Galaxy, Ess-Ess or similar brand confirming to IS 8938 approved by Engineer.</p> <p>(v) Paint/Distemper/Exterior- This shall be of Asian Paint, Berger, Nerolac, Dulux of high quality approved by Engineer.</p> <p>(vi) Double rubber coated paver blocks shall be used whenever required as approved by Engineer</p> <p>(vii) Powder Coating – Powder coating aluminium components for Window / Doors/ Panelling or Ventilators shall be of Hindalco, Jindal or approved equivalent quality confirming to IS: 733 and IS: 1285 powder coated to required shade according to IS: 1868( minimum anodic coating of grade AC15). Locking arrangement shall be provided where ever required.</p> <p>(viii) Sanitary ware – shall be of Hindware, Perry ware/Cera/Kohler make or similar brand approved by Engineer and as specified in IRUSS.</p> <p>(ix) Wall putty shall be used for distemper of JK, Birla or similar Brand.as approved by engineer and as specified in IRUSS.</p> <p>(x) Wire guage shall be of stainless steel and specification as mentioned in schedule.</p> <p>(xi) Tiles shall be of Kajaria, Jhonson, RAK , SIMPLO, NITCO(Nano)as approved by Engineer and as specified in IRUSS.</p> <p>(xii) G.I. pipes shall be of Tata, Surya, Jindal or similar brand as per specification given in schedule in IRUSS.</p> <p>(xiii) Down take rain water pipes shall be of Jain, Finolex, supreme, Prince or similar brand approved by Engineer super PVC solvent cement for jointing with sturdy clamps for fixing.</p> <p>(xiv) Glass for windows shall be of MODI, Saint Gobain or similar brand approved by Engineer.</p> <p>(XV) PVC storage tank shall be of sintex or similar brand as approved by Engineer.</p> <p>(xvi) Bricks should be as specified in IRUSS.</p> |
| 2 | <p>Workmanship-(i) Brick masonry work should be as per IRUSS.</p> <p>(ii) During execution of the work all released material/ debris should be immediately removed from the site and it should be transported &amp; dumped away from the colony at the places which will not attack the environment . In case any debris is noticed at site after completion of the work a penalty of Rs10000/ will be imposed in addition to the cleaning the debris.</p> <p>(iii) Proper care should be given for workmanship as per IRUSS for laying tiles on floor and wall. In case any hollow portion is noticed ,the complete tiles should be re-laid at the expenditure of the contractor.</p> <p>(iv) During painting /white washing etc no stain is allowed on floor, wall or any building structure. Contractor has to cover the floor, building part, furniture, fixtures etc to avoid the stain of paints on them. They have to remove curtain of doors and windows, textures on walls before painting and after painting he has to put back them in their original condition. They have to take care such that building part, furniture curtains should not be stained with paint. In case of failure penalty of Rs. 10,000/- will be imposed for each site.</p> <p>(v) Mouldings for marble shall be done wherever required.</p>  |

| <b>ADDITIONAL SPECIAL CONDITION-(H)</b>  |   |
|--|---|
| i  | It is expected that contractor shall provide adequate numbers of skilled and unskilled staff for execution of various activity in colony /station so as to achieve desired progress and prescribed mile stones. Scope of works to be done as per activities requires at different location are mentioned in conjunction with schedule of quantities.  |
| ii   | Suitable calendar scheduling should be followed for outdoor and indoor activity and desired progress to be achieved. The contractor shall provide bar chart for works at each location i.e. station/group of stations (including colonies), as applicable considering milestone dates. No slippage in targets shall be accepted unless approved by ADEN in writing on account of difficulties being faced in handing over site of execution of work which are reasonable and explainable.   |
| <b>Note: Complete removal of deficiencies and clearance of site would have to be completed in all respects within completion time prescribed for a particular colony/station/location.</b> |   |
| iii  | ADEN & Contractor shall jointly sign a programme as how the sequence of work shall be completed in a particular colony/station. Any short fall in target of completion for a particular each colony/milestone will attract a penalty@Rs.2000/- per week for any excess period taken in completion of colony/milestone. This will be recovered from subsequent work in account bills. The penalty will have to be calculated separately for each work location. Since there may be delay in achieving milestones at a time for more than one location of work, the maximum penalty payable will be restricted to Rs.20,000/- per month |
| iv   | Contractor is allowed to accelerate progress by undertaking and deploying simultaneous teams at colony/station even when its proposed commencement is at a distant date. For better efficiency and utilization of time period indoor works may be planned in monsoon.   |
| V  | The penalty shall be applicable in all cases of default unless it is certified in advance by ADEN that the work was stopped on account of Railway or occupant of the quarter being not ready for repair work. Even in that case the dispensation from penalty would be applicable to only those specific structure in respect of which ADEN has given clear certificate.  |
| vi   | Measurement will be recorded on monthly basis for completed item so proper payment/progress can be monitored as per bar chart.  |
| vii  | As soon as a particular station is taken in hand, first item to be tackled will be debris cleaning, sanitation work and water proofing. It may be noted that before the milestone date, the work site has to be totally cleaned of all debris, surplus construction material otherwise certificate of achieving milestone will not be issued.   |
| viii   | It may be noted that deduction of penalty as indicated above does not constitute the total liability. In case of persistent and deliberate default by contractor in performing the work entrusted to him and achieving the milestone. The Railway may treat such default as abandonment of contract and reserves the right to terminate the contract by following due process indicated in Contract Agreement and forfeit performance Guarantee and Security deposit.   |

**ADDITIONAL SPECIAL CONDITION-(I)****Regarding Material Testing for quality control of concrete in building & bridge work costing more than Rs. 1.0 Cr. as per GM (W)CSTM's letter No.W.187.RA.V.II dt.28-08-06.**

|                                 |   |                     |
|---------------------------------|---|---------------------|
| 1                               | Contractor shall establish a field laboratory at site of work at his cost providing necessary facilities  |                     |
| a)                              | for performing routine type tests such as physical properties of cement, bricks, aggregate, concrete including its crushing strength to the satisfaction of the engineer in-charge. He shall ensure that equipments provided are of latest specification and are in good working condition and got calibrated at the laboratory.  |                     |
| b)                              | The contractor shall get samples tested from other approved laboratories as directed by engineer in-charge for confirmatory test or otherwise without any extra payment to the contractor unless otherwise specified in the contract.   |                     |
| c)                              | Material supplied by the contractor will required to be tested as required by the various codes and specifications at contractor's const. If additional testing other than required by specification is ordered by Engineer, the testing charges shall be borne by the Department, if the results are satisfactory and by the contractor, if the same are found to be unsatisfactory. |                     |
| 2.                              | Laboratory equipments.  |                     |
|                                 | The following items of laboratory equipments are expected to be required for the field laboratory.  |                     |
| General -                       |   |                     |
| i)                              | Oven – electrically operated, thermostatically controlled, range up to 200 <sup>0</sup><br>Sensitivity 1 <sup>0</sup> C   | 1 No.               |
| ii)                             | Platform balance 300 Kg. capacity   | 1 No.               |
| iii )                           | Balance 20 Kg. capacity self-indicating type  | 1 No.               |
| iv )                            | Electronic balance 5 Kg. capacity accuracy 0.5 gm   | 2 Nos.              |
| v)                              | Water-bath electrically operated and thermostatically controlled with adjustable shovels, sensitivity 1 <sup>0</sup> C  | 1 No.               |
| vi )                            | Thermometers<br>Mercury-in-glass thermometer range 0°C to 250°C   | 4 Nos.              |
| vi i)                           | Kerosene or gas stove or electric hot pot   | 1 No.               |
| vi ii)                          | Glass wares, spatulas, wire gauzes, steel scales, measuring taps, casseroles, kerahis, enameled trays of assorted sizes, pestie-mortar, porcelain dishes gunny bags, plastic bags, chemicals, digging tools like pickaxes, shovels etc.   | As required.        |
| ix )                            | Set of IS sieves with lid and pan 450mm diameter<br>63mm, 53mm, 37.5mm, 26.5mm, 13.2mm, 9.5mm, 6.7mm & 4.75mm size.<br>200mm diameter:<br>2.36mm, 2.0mm, 1.18mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron.  | 1 Set<br><br>2 Sets |
| x)                              | First Aid Box   | 1 Set               |
| For Cement and Cement Concrete. |   |                     |
| i)                              | Vical apparatus for testing setting time  | 1 No.               |

|           |  |         |
|-----------|--|---------|
| ii)       | Slump testing apparatus  | 4 Sets  |
| iii)<br>) | Compression strength testing machine concrete cube testing machine of required capacity  | 1 No.   |
| iv)<br>)  | Concrete cube moulds of appropriate size   | 12 Nos. |
| v)        | Flakiness and elongation test gauge 1 set  | 1 Set   |
|           | Note- The items and their numbers listed above in this clause shall be finally decided by the engineer as per requirement of the project and modified accordingly. |         |

**ADDITIONAL SPECIAL CONDITION-(J)****RECIPROCITY CLAUSE AS PER 'MAKE IN INDIA' POLICY -**

Bidders may please note that — Entities of countries which have been identified by the Nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that Ministry/Department shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.

The term entity of a country shall have the same meaning as in the FDI policy of DPIIT as amended from time to time.

**ADDITIONAL SPECIAL CONDITION-(K)**

"In case creation of unsafe working due to infringement / entanglement of P.way materials (Rails, sleeper, etc) or/and tool & plants, deployed at worksites with running trains, a penalty of Rs.1,00,000/- shall be imposed per incident. In case of repeated such incidence, contract is liable for terminating as per contract conditions."

**ADDITIONAL SPECIAL CONDITION-(L)**

Submission of details of persons engaged in regular/temporary/contractual employment in Indian Railways for verification through NCRC portal.

1. After award of the tender, the contractor shall submit the details of all deployed staff in the prescribed Annexure-A format for NCRC (National Crime Records Check) verification.
2. After award of the tender, The contractor shall issue QR Based Identity Cards to all contractual staff deployed for Railway work and submit the details of such staff along with the QR Based ID Card information to the concerned department. The proforma for furnishing details of QR Based Identity Cards issued to contractual staff working in Railways and uploaded on the NCRC Portal for verification is enclosed as Annexure-B. The contractor shall submit the details of all persons engaged by him on regular, temporary, or contractual basis in the prescribed proforma for verification through the NCRC Portal.

**Annexure-A**

| Org<br>Ref<br>No. | Name | Father's<br>Name | Mother's<br>Name | Date of Birth<br>(DD/MM/YYYY) | Present<br>Address | PIN Code<br>in<br>Numbers | Police<br>Station | District | State | Permanent<br>Address | PIN Code<br>in<br>Numbers | Police<br>Station | District | State |
|-------------------|------|------------------|------------------|-------------------------------|--------------------|---------------------------|-------------------|----------|-------|----------------------|---------------------------|-------------------|----------|-------|
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |
|                   |      |                  |                  |                               |                    |                           |                   |          |       |                      |                           |                   |          |       |

Contractor

for DRM (W) BSL



**Annexure B**

**Proforma for details of QR Based Identity Card Issued to Contractual Staff working in Railways uploaded NCRC Portal for verification**

| Sr.NO. | Zone | Division | Total No. of Contractual staff | No. of contractual staff issued QR Based ID Card | Percentage(%) | NCRC     |          | Cumulative total of verification done so far |
|--------|------|----------|--------------------------------|--|---------------|----------|----------|--|
|        |      |          |                                |  |               | Uploaded | Verified |  |
| 1      | CR   | BSL      |                                |  |               |          |          |  |

Contractor

for DRM (W) BSL

## **ADDITIONAL SPECIAL CONDITION-(M)**

**SPECIAL CONDITION - 'e'-MB shall be applicable for all contracts costing more than Rupees 5 crore and para 1316A of Engg Code is reproduced below -**

**1316A (Applicable for contracts wherein the measurement of work by contractor is permitted):**

For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:

Measurement recorded by the Contractor shall be test checked by Railway within 45 days of submission of measurements.

While processing 75% provisional payment bill, concerned Executives shall ensure that supply items given by the Contractor are commensurate with requirement for execution of works.

### **Contractor's Measurement Book:**

1 Railway shall arrange contractor's measurement book (CMB), each having sheet No, 1A to 4A(Form E 1313), followed by 100 machine number pages (Form E 1313, sheet No, 5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.

2 CMBs shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page, Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35 mm clear margin to re-bind measurement books later on.

### **Movement and upkeep of Contractor's Measurement Book:**

3. DEN/SDEN in charge of contract (DEN/SDEN) shall hand over required No. of CMBs to Assistant/Executive Engineer in-charge of contract (AEN/XEN) after taking receipt of the same on sheet No. 2A (Form E.1313) for further issuance to contractor time to time as per progress of work.

4. CMB shall be registered with unique No. in the Register of Measurement Books(Form E.1314) maintained In the office of DEN/SDEN. Separate accountal of CMBs for each agreement shall be maintained in the office of DEN/SDEN and AEN/XEN.

5. In case of change of 'contractor's authorized engineer', fresh approval shall be taken from DEN/SDEN before recording of measurement.

6. While issuing the CMB to contractor, AEN/XEN shall take out sheet No. 2A to 4A from the CMB, take receipt of CMB from contractor on sheet No. 3A (Form E.1313), and keep the same in safe custody.

7. Similar system as for CMB, shall be followed for issuing Field Book/Level Book (E.1317/A) to contractor for recording of levels in the field book/level book.

### **Measurement**

8. The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cuttings shall be initialed. No page shall be damaged /destroyed. No page shall be kept blank in between the measurements.

9. The Contractor shall communicate the date of measurement to AEN/XEN in sufficient advance' to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed.

10. In oil account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned on account contract certificate.

11. However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/Final Contract Certificate.

12. No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4th bill shall be based on actual levels taken and detailed calculations carried out for the work done.

13. The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to AEN/XEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.

14. At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to AEN/XEN.

15. The contractor shall submit required copies of invoice and on account contract certificate/final contract certificate (similar to form E.1337 and E.1338) to the AEN/XEN duly marking them - original or copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.

16. In case contractor requires provisional payment of on-account bill; the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work

done (before deduction of taxes). The contractor shall write 'For Provisional payment 'on top of such on-account contract certificate.

17. AEN/XEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in the office of AEN/XEN.

### **Release of Provisional Payment**

18. Senior Section Engineer / 'Junior Engineer with 5 year experience' (SSE/JE) and AEN/XEN shall sign & record a certificate on the original provisional 'on account contract certificate' as under:

"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor".

In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book /level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & AEN/XEN, to ensure that no excess payment is being made. At this stage no test check of measurements by railway is required.

19. AEN/XEN shall keep a copy of contractor's invoice & provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the DEN/SDEN unit for passing the bill and release of payment.

20. The provisional on account contract certificate shall be passed by DEN/SDEN and payment shall be released by associate based on above certification of SSE/JE and AEN/XEN. After release of payment, blank sheet of CMB (if any) shall be crossed by DEN/SDEN before sending the measurement sheets back to AEN/XEN for carrying out required test checks. At this stage measurements shall not be crossed.

21. No provisional payment shall be allowed in final contract certificate, Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalized,

### **Test Check**

22. Necessary test checks shall be carried out by the SSE/JE and AEN/XEN for the works done before full payment of on-account contract certificate/final contract certificate, SSE/JE and AEN/XEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools& plants to facilitate test check by railway officials.

23. The stipulated test checks for AEN/XEN and SSE/JE Level is tabulated as under:

| S.NO. | Description of works  | Test Check in terms of % of value by |         |
|-------|---|--------------------------------------|---------|
|       |   | SSE/JE                               | AEN/XEN |
| (a)   | Measurement of Ballast, pitching stone, Earth work and hidden items.                                | 100%                                 | 100%    |
| (b)   | Measurement of all other items.   | 100%                                 | 20%     |
| (c)   | Initial and Final levels along centre line for earthwork in embankment and cutting.                 | 100%                                 | 100%    |
| (d)   | Intermittent levels along centre line for earthwork in embankment and cutting.                      | 100%                                 | 20%     |
| (e)   | Initial, intermittent and final levels except centre line for earth work in embankment and cutting. | 100%                                 | 20%     |

Note: The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.

24. Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by SSE/JE.

25. The discrepancy noted (if any) during test check of recorded measurement shall be communicated by AEN/XEN to the contractor.

26. In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AEN/XEN.

#### **Full payment of On Account Contract Certificate/Final Contract Certificate**

27. AEN/XEN shall submit original copy of invoice and on account contract certificate of remaining amount/ Final Contract along with required number of duplicate copies and used sheets of CMBs (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and AEN/XEN to the DEN/SDEN for passing the bill and release of payment.

28. Once the payment is released, DEN/SDEN shall return back the used sheets of CMB to AEN/XEN for safe custody. duly crossing of measurements by finance officer.

29. Once all used of a particular CME is received back by AEN/XEN from DEN/SDEN, the AEN/XEN shall re-bind all 100 pages of CMB along with sheet No. 1A to 4A for submission of CMB to DEN/SDEN office. DEN/SDEN office shall record the receipt of same in sheet No. 2A of CMB and Register of Measurement Books (Form E1314).

30. The final contract certificate shall be passed by DEN/SDEN only receipt of all CMBs (used/blank) from AEN/XEN.

31. The provisions of this para 1316A shall be applicable to all the departments of Indian railways and to be executed through equivalent authorities of respective departments.

COVER

(Sheet 1A)

-----  
Railway.....  
CMB No.....

**CONTRACTOR'S MEASUREMENT BOOK**

Department.....

Division/ConstructionUnit .....

Name of Work .....

Agreement No.....

Name of Agency.....

Name to whom Issued.....

Designation.....

Date of Issue.....

Date of return.....

(Sheet 2A)

-----  
 Railway.....  
 CMB No.....

**CONTRACTOR'S MEASUREMENT BOOK**

Department  
 Division/ConstructionUnit.....

Name of Work.....

Agreement No.....

Name of Agency.....

Issued to.....  
 (Name & designation)

\_\_\_\_\_ on \_\_\_\_\_  
 (Station) (date)

Received by.....  
 (Signature)

\_\_\_\_\_ (Designation) \_\_\_\_\_ (Station)

On.....  
 (date)

Date of first entry.....

Date of last entry.....

Date received back in Division/Const.Unit }

Office after completion of book }.....

Certified that this Measurement Book contains 100 machine numbered pages  
 from ..... To.....(both pages inclusive) which have been  
 counted by me and are correct.

Signature.....

Date.....

Designation.....

E.1313  
 (Sheet 3A)

Contractor

for DRM (W) BSL



Railway.....  
CMB No.....

### CONTRACTOR'S MEASUREMENT BOOK

Name of work.....

Agreement No .....

Name of Agency.....

Issued to .....  
(Contractor's name)

.....  
on.....  
(Station)

(date)

Certified that this Measurement Book contains 100 machine numbered pages from.....  
to.....(both pages inclusive) which have been counted by me and are correct. No sheet in  
torn.

I understand that the measurement book is very important document and hence I shall ensure its  
proper upkeep and safe custody.

Received by.....  
(Signature of contractor)

.....  
(Name)

.....  
(Station)

.....  
(date)

Date of first entry.....

Date of last entry.....

Certified that this Contractor's Measurement Book pages returned by contractor have been  
counted by me and are correct. The details of pages received by me is as under:

| S.No. | On<br>Account<br>Bill No. | Page No.<br>From ..... To | No.of<br>Pages | Date of receipt<br>in<br>AEN/XEN<br>Office | Sign &<br>Designation of<br>Railway official |
|-------|---------------------------|---------------------------|----------------|--|--|
| 1     |                           |                           |                |  |  |
| 2     |                           |                           |                |  |  |
| 3     |                           |                           |                |  |  |
| 4     |                           |                           |                |  |  |
| 5     |                           |                           |                |  |  |
| 6     |                           |                           |                |  |  |
| 7     |                           |                           |                |  |  |

E.1313

(Sheet 4A)

Contractor

for DRM (W) BSL

Name of work.....

Agreement No .....

Name of Agency.....

[illegible]

(Sheet 5A)

\* \* \* \* \*

Name of work.....

Agreement No .....

Name of Agency.....

[illegible]

## NATURE AND SCOPE OF WORK

Name of work : Annual sectional contract (Zone) for supply of building materials for the year 2026-27 & 2027-28 (i) **Part A: Z-1- Supply of building materials for Station Galan(Ex.) to Bhusawal (Ex.) with Pachora-Jamner section. under the jurisdiction of ADEN(L)BSL** (ii) **Part B: Z-2- Supply of building materials for Station Duskheda (Ex.) to Khandwa (Incl.) Section under the jurisdiction of ADEN KNW under** for the year (2026-27 & 2027-28) of Sr.DEN(N)BSL's section.

Scope of work : Annual sectional contract (Zone) for supply of building materials for the year 2026-27 & 2027-28 (i) **Part A: Z-1- Supply of building materials for Station Galan(Ex.) to Bhusawal (Ex.) with Pachora-Jamner section. under the jurisdiction of ADEN(L)BSL** (ii) **Part B: Z-2- Supply of building materials for Station Duskheda (Ex.) to Khandwa (Incl.) Section under the jurisdiction of ADEN KNW under** for the year (2026-27 & 2027-28) of Sr.DEN(N)BSL's section and other related work with main work.

### ADDITIONAL SPECIAL CONDITIONS OF ANNUAL SECTIONAL CONTRACT- (M)

1. The contractor is advised to be conversant with item of **USSOR-2011** along with the descriptive note against each item. He has to also refer to **IRUSS Vol. I and Vol. II for specification**. The scope of work to be executed in this tender against various chapters of **USSOR-2011** as detailed below is for general guidance only & is approximate. The Engineer is empowered to issue work orders comprising items of different chapters as per actual requirement of work. His decision will be final and binding on the contractor. The limit of variation of 25% as given in Railway Board's directive will also be applicable for the two categories given above as well as chapter-wise distribution of scope indicated below:
2. Schedule of rates and quantities for the work of: Annual sectional contract (Zone) for supply of building materials for the year 2026-27 & 2027-28.

| SN  | Description of Items   | Amount  |         |
|---|--|---------|---------|
|   |  | 2026-27 | 2027-28 |
| Part A: Z-1- Supply of building materials for Station Galan(Ex.) to Bhusawal (Ex.) with Pachora-Jamner section. under the jurisdiction of ADEN(L)BSL for the year (2026-27 & 2027-28) |  |         |         |
| USSOR-2011 (Non-P. way Items)   |  |         |         |
| 1   | Roof and ceiling building material                                       | 191400  | 159500  |
| 2   | Wood work/door and windows fittings                                      | 188160  | 156800  |
| 3   | Distemper paint and varnishes  | 192000  | 160000  |
| 4   | Road floor, pavement and manholes ceramic tiles                          | 132000  | 110000  |
| 5   | Water supply, sanitary fitting & drainage item and hand pump accessories | 216000  | 180000  |
| 6   | Miscellaneous & supply of epoxy items                                    | 117600  | 98000   |
| 7   | Cement   | 162840  | 135700  |

Contractor

for DRM (W) BSL

|         |         |         |
|---------|---------|---------|
| Total=> | 1200000 | 1000000 |
|---------|---------|---------|

| SN  | Description of Items   | Amount  |         |
|---|--|---------|---------|
|   |  | 2026-27 | 2027-28 |
| Part B: Z-2- Supply of building materials for Station Duskheda (Ex.) to Khandwa (Incl.) Section under the jurisdiction of ADEN KNW for the year (2026-27 & 2027-28) |  |         |         |
| USSOR-2011 (Non-P. way Items)   |  |         |         |
| 1   | Roof and ceiling building material                                       | 239250  | 239250  |
| 2   | Wood work/door and windows fittings                                      | 235200  | 235200  |
| 3   | Distemper paint and varnishes  | 240000  | 240000  |
| 4   | Road floor, pavement and manholes ceramic tiles                          | 165000  | 165000  |
| 5   | Water supply, sanitary fitting & drainage item and hand pump accessories | 270000  | 270000  |
| 6   | Miscellaneous and epoxy items  | 147000  | 147000  |
| 7   | Cement   | 203550  | 203550  |
| Total=>   |  | 1500000 | 1500000 |

3.1. The completion period of the individual work order would ordinarily not be more than three months. The date of commencement will start from the date of dispatch from Sr. DEN/DEN office or when the work is started through issue of field memo, whichever is earlier.

3.2. A work order is required to be signed by contractor also. However, if the contractor refuses to sign a work order within 30 days of issue, the consequences detailed in Para 4.2 will be applicable.

4.1. If the work is not completed within 3 months for the reasons not attributed to the railways, the penalty to the extent of 1% of value of that work order would be imposed while granting extension.

4.2. If the contractor further fails to complete few works within extended date of completion then the penalty at the rate of 10% for the balance amount not executed by the contractor shall be imposed. Similar penalty shall be leviable in case of non-execution or part execution of few works for the reasons non-attributed to the railways.

4.3. It may be noted that the penalty at the rate of 10% of the balance amount not executed as indicated in above Para 4.2 does not constitute the total liability. In case of persistent and deliberate default by contractors in performing the work entrusted through work orders, the railway may treat such default as abandonment of contract and reserves the right to terminate the contract by following due process indicated in CA & forfeit Performance Guarantee & Security Deposit.

5. The value shown in the schedule is a Par value based on **USSOR-2011** of Central Railway & as amended by subsequent correction slips till the date of opening of tender.

6. The general and relevant notes applicable to the respective chapter/sub-chapter of **USSOR-2011 & IRUSS Vol I & II** will apply to the schedule items and should be considered as having been incorporated in the contract agreement and binding to the

contractor.

7. In case of any dispute arising out of the punctuation and or any typographical error in the Schedule, the same will be corrected with reference to **USSOR-2011** of C. Rly in original manuscript available with CE office, Central Railway.
8. The contractors will have no right for any of the items of the works mentioned in the schedule being necessarily given to them nor will they be entitled for any claim, if any of the item of work indicated in the schedule are not done or are not given to them.
9. Contractor will have to arrange his own cement as per Rly's specification and necessary Test certificate from the supplier is to be submitted for the cement to be used on the work.
10. Before painting of wooden, steel structure or concrete structure, paper should be pasted on non-paintable area so that the spot of paint/white washing material should not drop or fall on such area. If any paint/white washing material falls or drops on non-paintable area then it must be removed. If agency will not remove the stain on floor, glass of door/window & wall then it should be removed by departmental labour and its cost will be recovered from agency.
11. For individual work, work order costing maximum up to Rs. **05.00 lakhs** each will be placed. Work order shall be deemed to have been placed after the same is signed by Engineer.
12. Period of completion of contract is **30.06.2028**.
13. There will be no positive variation in schedule amount per year, however, in case if variation is required  
in any individual work order, the same will be dealt with as per the GCC clause with no positive variation in schedule amount per year.
14. Tenderers are requested to quote the rates inclusive of all applicable taxes and duties whatsoever leviable by Government (state or central) or any statutory body.
15. Tenderer conditions regarding extra payment on above account will not be considered and rates quoted by the tenderer will be taken as rates inclusive of all taxes and duties as leviable by Government (state or central) or anybody.
16. Tenderers are advised to inspect the site conditions before submitting the tender.
17. Contractor will arrange his own tools, plants, machineries, labour, supervisors, and engineers etc. to do the work. The Railway will supply no tools and plant.
18. The general and relevant notes applicable to the respective chapter/sub-chapter of Standard Schedule of Rates will apply to the schedule items and should be considered as having been incorporated in the contract agreement and binding to the contractor.

| (Rate Offer Sheet)   |              |                           |   |
|--|--------------|---------------------------|---|
| Annual sectional contract (Zone) for supply of building materials for the year 2026-27 & 2027-28 (i) <b>Part A: Z-1- Supply of building materials for Station Galan(Ex.) to Bhusawal (Ex.) with Pachora-Jamner section. under the jurisdiction of ADEN(L)BSL</b> (ii) <b>Part B: Z-2- Supply of building materials for Station Duskheda (Ex.) to Khandwa (Incl.) Section under the jurisdiction of ADEN KNW under</b> for the year (2026-27 & 2027-28) of Sr.DEN(N)BSL's section.  |              |                           |   |
| S.N  | Tender Value | Unit                      | Percentage rate to be quoted by Tenderers |
| 1  | 5200000.00   | %age above /below/ at par |   |
| <p>Note (1) Only Estimated cost/ Tender Value has been shown in the above Schedules. (A)Tenderer(s)/Contractor(s) have to quote only percentage rate above/below/at par for Tender as per above Rate Offer Sheet separately. Rate should be inclusive of all taxes. (B)Tender Schedules are based on M S Items of USSOR2011.</p> <p>(2)Tenderers are required to quote rate for Tender at specified place only. Rate quoted anywhere else, bifurcated rate or rates for individual items for a schedule will not be considered.</p> <p>(3)Tenderer shall not quote any special condition. In case special conditions are quoted by the tenderer and the same is not accepted by the Railways and if the offer refused by the tenderer with Railway stipulations on special conditions quoted by the tenderer(s), the Earnest Money deposited by the tenderer shall be forfeited.</p> <p>(4)'In case the Bidders failed to submit Affidavit/certificate as per Railway Board Letter No.2017/Trans/01/Policy Date 08/02/2018 alongwith their offer. The Bidder's offer will be summarily rejected.</p> <p><b>(5) Bidders please Note that tender will be evaluated as per latest Advance correction slips issued against prevailing IRGCC.</b></p> |              |                           |   |

**End of Tender document.**