Eastern Railway, Sealdah Division
Office of the Sr. Divisional Engineer(Co-ordn.),
Divisional Railway Manager's Office, Sealdah,
Kaiser Street, Kolkata-700 014

INSTRUCTIONS TO TENDERERS For e-Tenders

1.0 GENERAL

1.1 E-tender have been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender no. and tender. No Tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.

1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.

1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para 1.2 above as well as Schedule of Tender, General and Special Conditions.

1.4 The tender offer complete in all respect and with all documents is to be submitted online by e- tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.

1.5 **Corrigendum Notice on IREPS-** For the purpose of Corrigendum in the Tender, NIT period is splitted as under:

a) **Advertisement period-** Time during which all information pertaining to tender shall be available but offers cannot be submitted.

b) **Offer submission period-** Fifteen days prior to opening of tender, during which tenderers can submit their offer.

Issue of 'corrigendum notice' is permitted as an exception only during Advertisement period. **No corrigendum is permitted during offer submission period and cases requiring corrigendum during offer submission period shall be retendered**.

1.6 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

1.7 The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

1.8 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.

1.9 Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or mis-manipulation of the menu's or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.

Signature Not Verified
Digitally signed by SACHIN SUMAN
Date: 2025.09.12 18:17:20 IST
Reason: IREPS-CRIS
Location: New Delhi

1.10 All documents uploaded or information furnished in the website are digitally signed by the Competent authority.

1.11 This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e- tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.

2.0 ***Books of reference***: Tenderer should purchase a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go though them:

i) The Indian Railways Unified Standard Specification (Works & Materials) Vol. I & II, 2021 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as **'IRUSS-2021'**, for the purpose of specifications of works and materials alongwith '**GCC-2022'** for such materials which are not covered under **IRUSS-2021**,

ii) The General Conditions of Contract, 2022 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as **'GCC-2022'** for the purpose of general condition of contract and

iii) The Unified Standard Schedule of Rates (Labour & Materials) of 2021 edition with all correction slips issued time to time, hereinafter referred to as **'USSOR-2021'** for specifications and rates.

2.1 ***Contractor:*** Tenderer, whose tender is accepted by the Railway, shall thereafter be referred to as 'contractor' and shall mean the person/firm/co-operative society or company, whether incorporated or not, who enters into contract with the Railway and shall include his executor, administrator, successor and permitted assignee. This tender document of the successful tenderer shall form part of contract agreement between the contractor and the Railway after acceptance thereof by the Railway.

2.2 **Singular and Plural:** Words importing singular number shall also include plural and vice versa where the context requires in this tender document and vice versa.

3.0 TENDERER'S POSTAL ADDRESS

3.1 ***Address of tenderer***: The address, email Id and Mobile phone, other phone nos. and other **details given** in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in this registered mode of communications.

All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

3.2 ***Change of address***: Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

4.0 <u>COST OF TENDER DOCUMENT AND BID SECURITY AND MODE OF PAYMENT:</u>

Payment of Tender Document Cost & Bid Security, in respect of e-tendering, should be accepted through net banking or e-payment gateway only ***in the portal of www.ireps.gov.in***.

<u>Note:</u> Fixed Deposit Receipt (FDR) will not be accepted as Bid Security for tenders invited on IREPS (e-tender portal).

5.0 <u>INCONSISTENCY BETWEEN THE DOCUMENTS</u>

The **GCC-2022** and the USSOR [Unified Standard Schedule of Rates (Labour & Materials)] of 2021 shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions and specifications laid in various chapters of this tender document, the later shall prevail.

6.0 SCOPE OF THE TENDER

E-Tenders have been invited for and on behalf of the President of India for the work, scope of which has been described in the Notice inviting Tender (NIT) and Schedule of work in the website of IREPS. Above scope of the work is indicative only. The tenderer is advised to visit the site of the work and acquaint himself with the site conditions, expected scope and quantum of works involved in his own interest.

7.0 COST OF THE WORK

The cost of work has been detailed in the NIT (Notice Inviting Tender) available online in the website only. Such cost is approximate and is meant only for the guidance of the tenderer.

8.0 THE SCHEDULE OF WORKS

The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

9.0 INSPECTION OF DATA

Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

The drawing(s) referred to in the tender and standard specifications are intended to show and explain the manner of executing the work(s). The work(s) shall be carried out in accordance with the directions and to the satisfaction of the concerned (Sr.) Divisional Engineer or his representative in accordance with the drawing and specifications which form part of the contract and in accordance with such further drawing/details and instructions supplementing, attending or explaining the same as may be given by the concerned (Sr.) Divisional Engineer or his representative from time to time.

10.0 INSPECTION OF SITE

Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all inclusive to accord with the provisions in Clause-37 of the GCC-2022 for completion of the works to the entire satisfaction of the Railway.

11.0 CARE IN SUBMISSION OF TENDER

11.1 Tender must be submitted online through the website www.ireps.gov.in on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.

11.2 The requisite Bid Security as per NIT should be submitted with the tender in any form as specified in Clause-4 and 23.2 of Chapter-I of Tender Document.

11.3 Tenderers can revise their offers for any number of times till date and time of closing.

11.4 (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 General Conditions of Contract for the completion of works to the entire satisfaction of the concerned Railway 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.

(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 noncompliance 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.

New Para as per ACS No. 6 Dt. 21.12.2023.

(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.

11.5 Submission of Certificate: - The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/ Proprietary firm, **Annexure-V(A)** shall also be submitted by 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(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

12.0 Letter of Credit (LC) as Mode of Payment in Works Tender or Service Tender: (Authority: Railway Board's letter No.2018/CE-I/CT/9 dated 04.06.2018).

(i) For all the tenders having advertised cost of **Rs.10 lakh or above**, the contractor

shall have the option to take payment from Railways through a letter of credit (LC) arrangement.

(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which 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 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:

(vi) (a) The LC shall be a sight LC.

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

(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 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.

(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 finalised by the engineer in consultation with the contractor on the basis of expected progress of work.

(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from 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.

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

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

(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.

(i) On issuance of Document of Authorization, a 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).

(j) 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.

(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

(m) 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 contractor's bank (advising bank) for crediting the same to contractor's account.

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

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

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

13.0 OPENING OF TENDER

13.1 Opening of e-tender online: The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.

13.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/ strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender.

14.0 PERIOD OF VALIDITY OF THE TENDER

Tenderer shall keep his tender open for a minimum period as stipulated in Notice inviting Tender (NIT) on the website and in this tender document from the date of opening of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resile from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tenderer to extend validity of his offer with aforesaid stipulations enforced.

15.O PERIOD OF COMPLETION OF THE WORK

The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Notice inviting Tender (NIT) in website and in this tender document and the period shall be reckoned from the date of issue of the letter of acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.

16.0 SPECIFICATIONS OF THE WORK

The work shall be carried out as per specifications contained in the IRUSS-2021 and USSOR-2021 and in tender schedule and tender document or otherwise referred to herein. For more information refer clause No.10 of Chapter-II of tender document.

17.0 ELIGIBILITY CRITERIA (FOR TENDERS OF VALUE ABOVE RS. 50 LAKHS) :
(*Clause 10 of Tender form (Second Sheet) i.e Annexure-I Part-I of GCC, 2022)*

17.1 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 Contract or 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 17.1:

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.

(c) Tenderer has to produce supportive documents/certificates from the Organization for whom they have worked along with the tender offer. **Certificates from Private individual/Private Limited Company/Public Limited Company (Private Sector) for whom such work are executed shall not be accepted except provision mentioned under note for item No. 17.1 above.** Certificates from Govt./Semi Govt./PSU/Govt. Autonomous bodies/Public Limited Company (Govt. Sector) will only be accepted.

(d) In support of fulfillment of specified minimum technical eligibility criteria i.e completion of the similar nature of work, the tenderer has submit the credential certificate

[**scanned copy in PDF format of the original document**] with their e-offer. TENDERS NOT ACCOMPANIED BY DOCUMENTARY EVIDENCE IN SUPPORT OF ELIGIBILITY CRITERIA FOR SIMILAR NATURE OF THE WORK **WILL BE SUMMARILY REJECTED.**

17.2 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-IB**,** along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet**.**

17.3 Bid Capacity: For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes 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:

Available Bid Capacity = [A x N x 2] – 0.33xNxB

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 tenderer but yet not started upto the date of inviting of tender.

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.

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

17.5 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.

17.6 [*Explanation for Eligibility Criteria including Para 17.1 to 17.5 above as per Para 10.0 of Tender form (Second Sheet) i.e Annexure-I Part-I of GCC, 2022]*

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 17.1 above as per Para 10.0 of the Tender Form (Second Sheet) i.e. Annexure –I Part –I of GCC'2022, 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*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.*]

18.0 Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

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

18.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

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

18.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

18.5 Bid Security shall be submitted by JV or authorized person of JV either as :

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

18.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

18.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

18.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

18.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

18.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

18.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

18.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

18.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

18.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

18.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

18.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

18.14 Documents to be enclosed by the JV alongwith the tender:

18.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
(iv) 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.

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

(i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit 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.

18.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
(iii) A copy of Certificate of Incorporation
(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual**,** to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

18.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

(i) A copy of LLP Agreement
(ii) A copy of Certificate of Incorporation of LLP
(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual**,** to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
(v) 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. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

18.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

(i) A copy of Certificate of Registration
(ii) A copy of Memorandum of Association of Society/Trust Deed
(iii) A copy of Rules & Regulations of the Society
(iv) A copy of Power of Attorney**,** in favour of the individual to sign the tender documents and create liability against the Society/Trust.

18.14.6 All other documents in terms of Para 17.0 above as per para 10.0 of the Tender Form (Second Sheet) above *i.e. Annexure –I Part –I of GCC'2022***.**

18.14.7 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 Bidder 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 Appostille certificate.

18.15 Credentials & Qualifying Criteria**:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

18.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 17.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 17.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for <u>major component</u> of work as per para 17.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for <u>other component(s)</u> of work as per para 17.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 17.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 18.15.1:

(a) The *Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*

(b) Value *of a completed work done by 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 technical eligibility criteria in the tender under consideration.*

18.15.2 Financial Eligibility Criteria (17.15.2 of Part-I GCC, 2022)

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at **para 17.2 above.** The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 17.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by 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 compliance of the above mentioned financial eligibility criteria in the tender under consideration.

18.15.3 Bid Capacity (17.15.3 of Part-I GCC,2022)

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 17.3 above (i.e. Clause 10.3 of Part-I of GCC,2022). The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

19.0 Submission of Documents in support of Eligibility Criteria (Cl: 17,18 above)

All documents in support of fulfillment of eligibility criteria with respect to completion of 'Similar nature of work for Technical Eligibility Criteria ' and 'Total contract value for Financial Eligibility Criteria' **should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures I(a), I(b) & IV**. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard. Railways may however call for the originals of the credentials for verification or any clarifications/confirmations on the contents of the documents submitted. Eligibility of tenderers shall be decided solely on the basis of the documents submitted alongwith the tender offers and any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.

19.1 Instructions for the two-packet tenders (Applicable for two- packet tender).

The tender is to be submitted online. The packet-I shall consist of only technical and commercial capabilities which should be furnished along with all the documents etc. as mentioned in the special criteria and special financial criteria and other technical compliance. **No conditions having any financial implication should be added with these documents**. The Packet-II shall consist of financial bid and will contain all the financial offers.

After the closing date of tender, only the 1st packet (which consists of the technical and commercial capabilities) will be opened online on IREPS web site www.ireps.gov.in..
The technical capabilities of the tenderer/s will be examined by the Railway based on the documents submitted by them in Packet-I as per the eligibility criteria laid down in the tender notice/Tender Document.

The successful tenderer who will be considered technically acceptable and eligible will be informed and the Financial bids **(PACKET-II)** of these tenderers only will be opened on line on IREPS web site www.ireps.gov.in on the date and time notified to these tenderer/s on line. The financial bids of unsuccessful tenderers will not be opened. Railway's decision in this regard will be final.

20.0 Participation of Partnership Firms in works tenders:

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

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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.

20.9 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.

20.10 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 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022.

20.11 **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 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022.

21.0 Employment/Partnership etc. of Retired Railway Employees: (Clause 16 of Tender form (Second sheet) i.e. Annexure -I Part -I of GCC2022).

21.1 (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 21.1(a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

22.0 <u>TESTIMONIALS</u>

22.1 ***Experience, financial status and ability***: Tenderer is required to upload documents detailed hereunder duly filled in and signed in the website while submitting tenders online for evaluation of his credentials. All these documents are available in website also which may be down loaded on need.

22.2 ***List of completed works***: Tenderer is required to submit, along with his e-tender, particulars of all completed/substantially completed works by him for the Railways or for any other client in the last seven financial years ending last day of month previous to the one in which tender is invited in the Performa enclosed as **annexure- I(a)** to this chapter. Figures of cost shall not include cost of materials supplied free of cost by the

client to the contractor. The tender without this information may be treated as if the tenderer has not completed any work. Supportive certificates from the organizations with whom the tenderer worked should be enclosed giving description of work, value of work at the time of award, date of award, scheduled date of completion, date of actual start, actual date of completion final value of contract etc.

22.3 ***List of works in hand*****:** Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client in the Performa enclosed as **annexure-IV** to this chapter of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate date value of balance work.

22.4 ***List of court cases and arbitration cases***: Tenderer is also required to submit, along with his tender, list of arbitrations demanded from any clients during the last five years preceding the date of opening of this tender as per **annexure-VI** to this chapter of this tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of opening of this tender as per **annexure-VII** to this chapter of this tender document.

22.5 ***List of plant and machinery***: Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Performa given in **annexure-II** to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no plant and machinery available on hand (own) and that no plant and machinery are proposed to be inducted for the subject work.

22.6 ***List of personnel and organisation***: Tenderer is required to submit, along with his tender, list of Personnel and organisation available on hand (own) and proposed to be engaged for the subject work in Performa given in **annexure-III** to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no personnel and organisation and that no personnel and organisation are proposed to be engaged for the subject work.

23.0 Bid Security :

(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 works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

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-XV** 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 the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bid).

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.

(4) (a) Subject to exemptions provided under para 23 (1) (a) of Chapter-1 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 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

(i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

24.0 TENDER WITHOUT BID SECURITY

Tender not accompanied with prescribed amount of Bid Security in the form as aforesaid shall be summarily rejected at the time of opening of this tender itself.

25.0 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.

26.0 QUOTATIONS OF RATES

26.1 Quoting rates for all items of the schedule: Tenderer shall quote his rates online in the tender schedule wherever the portal demanded for quoting the rate. However, quantities of individual items involved in the work are shown in the attached schedule for guidance only and are subject to variation according to requirement of the Railway. The Railway does not guarantee work under each item or each schedule.

26.2 Change in quantities and items: The Railway reserves rights to modify any or all items of the schedules including deletion of any of the item. Therefore, tenderer should quote reasonable and workable rate for each of the item. The contractor shall not be entitled for any revision of rates due to such increase/decrease in quantities of items and payment shall be made on the basis of actual quantities executed under various items and at the accepted rates thereof.

26.3 Fluctuation in market rates: Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.

26.4 Rates to include all taxes: Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorised bodies.

26.5 Rates in Indian Rupee: Rates should be quoted in Indian Rupees only.

27.0 REBATE -

27.1 If tenderer wishes to give rebate on the rates quoted by him, the same shall be quoted by him on- line in tender schedule in the website. It is to be noted that such rebate, if offered, shall apply on rates for all items of the work and on all schedules of this tender document. Such a rebate should be totally unconditional.

27.2 In case tenderer does not wish to give any rebate, he should quote zero in the specific location of the tender schedule in the website. In case nothing has been quoted by the tenderer during online submission of tender, it shall be treated as 'Zero' by default and accordingly cost of offer and intersee position will be calculated and decided by the system itself.

27.3 If tenderer gives any other type of rebate, conditional or otherwise, such a rebate shall **not be considered for evaluation of this tender**, although the Railway may avail of the same in case this tender is awarded to such tenderer.

27.4 MULTIPLE L-1

In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of closing of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow.

28.0 PURCHASE PREFERENCE:

For works costing more than Rs 5.00 crore, 10% purchase preference of tender cost over the first lowest valid and eligible tender would be admissible for Central Public Sector

Undertaking subject to satisfaction of all other terms and conditions and subject further to the fact that the order to this effect is applicable on the Railway for the time being.

29.0 SPECIAL CONDITIONS BY TENDERER

29.1 Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender as Annexure. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer; may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.

29.2 In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construed that the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.

30.0 OMISSIONS AND DISCREPANCIES

Should tenderer find discrepancies or omissions in the drawings or otherwise in this tender document or should he be in doubt as to their meaning, he should at once notify the authority inviting this tender who may send a written clarifications to all tenderers. It shall be understood that every endeavor has been made to avoid any error, which can materially affect the basis of this tender. The 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.

31.0 UNFORTUNATE SITUATION

If tenderer expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after submission of the tender or after acceptance of thereof, the Railway shall deem such tender as cancelled unless the firm retains its character.

32.0 MAINTENANCE PERIOD OF THE WORK

The work shall be maintained for a period specified in the relevant special condition beyond the date of completion.

33.0 LATE TENDER AND DELAYED TENDER

The Application in the website of IREPS does not permit submission of any offer after closing date and time of the e-tender. Hence there is no scope any late or delayed offer in the online bidding process. There shall not be any Late or delayed tender as tenders are to be submitted online within the stipulated date and time.

34.0 CLARIFICATIONS ON THE TENDER SUBMITTED

To assist in examination, evaluation and comparison of tenders, the Railway or its authorised person may ask the tenderers for clarification, if any, required for such examination, evaluation and or comparison. However, request for such clarification and response, thereof, shall be in writing.

35.0 NEGOTIATION

35.1 The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.

35.2 Should such a negotiations with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

36.0 COUNTER OFFERS

In cases where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee may be adopted while finalising the tender.

37.0 ACCEPTANCE OF TENDER

37.1 The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such cause of rejection of his tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender.

37.2 The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary.

38.0 LETTER OF ACCEPTANCE

38.1 Acceptance of this tender shall be communicated to the successful tenderer, whose tender would be accepted by the Railway, by Registered Post at the address given by him in his e-tender in the website. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.

38.2 The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway shall refund the earnest money to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.

39.0 ELECTRONIC REVERSE AUCTION (E-RA):

(Ref: RB L No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

Process of Electronic Reverse Auction (e-RA) shall be adopted for Works tenders valued more than Rs. 50 Cr. in each case. In this tender Electronic Reverse auction will be applicable as per Railway Board's guidelines.

The details are as under:-

a) Financial Bids in single currency/parameter only shall be allowed. This currency will be in INR (Indian Rupee) unless otherwise specified in tender document.

b) The procedure discussed herein shall be fully implemented through IREPS. Any reference to reverseAuction in these instructions shall imply–RA.

c) Conduct and reporting of Reverse Auction shall be as detailed below

d) The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical & Commercial conditions shall be permitted to the tenderer (s) in the electronic bid form.

e) **Technical Bid & Initial Price Offer:**

(i) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer. The offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose ofe-RA.

(ii) Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.

(iii) Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.

f) **Financial Bid:**

(i) Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:

Number of Tenderers Qualified for Award of contract	Number of Tenderers to be selected for Reverse Auction	Remarks

Less than3	Nil*	The bid disallowed from participating in the Reverse Auction shall be the highest bidders(s) in the tabulation of Initial Price Offer. In case the highest bidder quote the same rate, the Initial Price Offered received last, as per time log of IREPS, shall be removed first, on the principle of last in first out , by IREPS system itself.
3 to 6	3	
More than 6	50% of tenderers qualified for award of contract(round off to next higher integer)	

(ii) *****If the number of tenderers qualified for Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

(iii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017 (ref DIPP letter no. P-45021/2/2017-B.E-II dated 15.06.2017 & RB Lr No. 2015/RS(G)/779/5 dated 27.12.2017) , found Qualified for Award of Contract and are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per sub para (i) above.

(iv) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.

(g) Reverse auction among bids categorized as Qualified for Award of Contract shall be conductedon IREPS platform. Bidders shall be able to see the auction screens.

PROCEDURE FOR CONDUCT AND REPORTING OF e-R.A.

The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to bepublished or communicated in accordance with the provisions similar to e-procurement.

1. Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself. (a) Initial e-RA period: This shall be the initial time interval for e- RA. e-RA shall be open for this duration. (b) Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close. (c) Minimum decrement in percentage of value of the last successful bid.
2. Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.
3. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.
4. During auction period, identities of the participating tenderers will be kept hidden.
5. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract.
6. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generatedand made visible to Railways and participating tenderers.
7. Railway users can also view the bidding history in chronological order.
8. Bidders not be allowed to withdraw their last offer.
9. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, Works andServices tenders.

40.0 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 case 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 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.

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

41.0 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 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022..

(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 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022.

(c) Partnership Firm:

All documents as mentioned in Para 20 above as per Para 18 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022 .

(d) **Joint Venture (JV):** All documents as mentioned in Para 18 above as per Para 17 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022.

(e) **Company registered under Companies Act2013:**

(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 of Para 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022.

(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 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022

(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 17.0 above as per Para 10 of the Tender Form (Second Sheet) i.e. Annexure –I Part-I of GCC'2022.

(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.

42.0 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 Appostille certificate.

E N D

Eastern Railway, Sealdah Division
Office of the Sr. Divisional Engineer(Co-ordn.),
Divisional Railway Manager's Office, Sealdah,
Kaiser Street, Kolkata-700 014

SPECIAL CONDITIONS OF CONTRACT-GENERAL

1.0 GENERAL

1.1 **Books of reference**: Tenderer should purchase a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go though them:

1. The Indian Railways Unified Standard Specification (Works & Materials) Vol. I & II, 2021 edition with all correction slips issued time to time and upto date, hereinafter referred to as **'IRUSS-2021'**, for the purpose of specifications of works and materials alongwith '**GCC-2022'** for such materials which are not covered under **IRUSS-2021**,

2. The General Conditions of Contract, 2022 edition with all correction slips issued time to time and upto-date, hereinafter referred to as 'GCC-2022' for the purpose of general condition of contract and

3. The Unified Standard Schedule of Rates (Labour & Materials) of 2021 edition with all correction slips issued time to time, hereinafter referred to as **'USSOR-2021'** for specifications and rates.

1.2 **Inconsistency in this tender document**: All the aforesaid books of reference' shall be read with all up-to-date correction slips issued thereto from time to time. These books of reference shall govern the contract and shall form integral part thereof subject to modification, addition or suppression by special conditions of contract and/or special specifications of the work as contained in this tender document. However, in case of any inconsistency and contradictions between the books of reference and the special conditions and specifications, the special conditions and specifications shall prevail. It must be noted that English version of this entire document will prevail.

1.3 All books, specifications, references and codes referred to hereinafter shall mean latest edition thereof incorporating all up-to-date correction slips and amendments issued thereto.

2.0 SPECIAL CONDITIONS REGARDING SAFETY PRECUTIONS TO BE TAKEN AT WORK SITE DURING EXECUTION OF WORK:

2.1 PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE.

a) The contractor shall not allow any road vehicle belonging to his or his suppliers etc, to ply in railway land next to the running line. If for execution of certain works 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 number 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 representative will personally counsel, examine and certify the road vehicle drivers contractor's flagmen and supervisor to be deployed on the work location, to be deployed on the work location period and timing to the work .This permission will be subject to the following obligatory conditions.

b) 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/contractor's representative and controlling engineer/supervisors in charge of the work including officers and the in-charge of the section".

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

d) The vehicles shall ply 6 mtr. clear of track. Any movement/work at less than 6mtrs and up to minimum 3.5m clear of track centre, shall be done only in the presence of railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5 mtr. from track centre. Cost of such railway employee shall be borne by the Railways.

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

f) Engineer-in-charge may impose any other conditions necessary for a particular work or site.

g) The Contractor at all times shall adopt safe working methods to ensure safety of structures, equipments and labour at site of works.

h) The contractor shall not start any work without the presence of Railway supervisor or his representative authorized by AEN and Contractor's supervisor at site.

i) The methodology proposed to be adopted by the Contractor is to be approved by Engineer-in-charge with a view to ensure of safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted / followed while executing the work.

j) Survey of site by Supervisor of contractor and Railway's Supervisor is to be done to assess precautions to be taken at site for working of trains and materials required for protection.

k) The list of permissible / sanctioned infringements to moving dimensions for the section shall be made available where work is to be done to execute the works without infringing the moving dimensions.

l) Competency certificate issued by AEN with the Contractor's supervisor at site should be available in the format given in **Annexure-A.**

m) The detailed plans for safe execution of works, duly approved by the Division should be available for undertaking execution of such works which have bearing on moving dimensions, especially those works close to the running lines and fixed structures on brides, inside tunnels etc.,

n) Look-out caution, speed restrictions as well as traffic block shall be ensured where necessary for execution of works affecting running lines.

o) Mobile phones or Walkie-Talkie sets where necessary should be provided at work sites.

ANNEXURE – A

COMPETENCY CERTIFICATE

Certified that Shri ..... P.Way Supervisor of M/s .....

..... has been examined regarding P.Way working on .....

---------- work. His knowledge has been found satisfactory and he is capable of supervising the work safely.

Assistant Engineer

2.2 PRECAUTIONARY MEASURES TO BE TAKEN AT WORK SITE INVICINITY OF TRACK:-

a) Drivers of trains must be served with caution order to look out for any obstruction at the place of work.

b) Arrangements should be made to protect the track in case of emergency at work site.

c) Before the start of the work, the land strip adjacent to the running track where road vehicle / machinery is to ply for the work shall be demarcated by lime in advice at the appropriate distance from the centre of existing track in consultation with the Railway Supervisor [**Annexure-B/a**]. Sketch showing the location of marking and barricading along the full length of the work area should be done as per the sketch given in [**Annexure-B/b**]. This will enable the workmen posted at the site and also the lorry drivers to have clear guidelines on the movement of vehicles. Movement of Lorries near the track should be prohibited during night. In case it is unavoidable adequate protective measures including lighting must be ensured in the complete work area for the safety of the Public and Passengers. Also additional staff shall be posted as necessary for night working.

d) Work should not be allowed to progress without the prior approval of the Engineer-in-charge in case movement of vehicles close to the track is involved.

e) Machines and vehicles should ply 6 meters (from Track centre) in case movement at less than 6 meters away from the track is inescapable, it should be permitted in the presence of Railway employee authorized by the Engineer-in-charge.

f) Contractor's representative should be issued a certificate by AEN to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track.

g) The worksite shall be suitably demarcated to keep public and passengers away from the work area. Necessary sign boards such as **Work in progress** etc., shall be provided at appropriate locations to warn the Public / passengers.

h) Format given in **Annexure-C & D** shall be used to ensure that all the requisite measures have been taken before start of work and work in progress.

i) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by Site in-charge from time to time.

2.3 WORKING OF CONTRACTOR'S VEHICLES AT SITE

a) INDIAN RAILWAYS PERMANENT WAY MANUAL(IRPWM)- June 2020 EDITION.

Para 819(1) of IRPWM- The contractor shall not start any work without the presence of Railway Supervisor or his representative and contractors supervisor at site.

Para-819(7) of IRPWM - The Engineer-in-Charge shall approve the methodology proposed to be adopted by the contractor with view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted /followed while executing the work.
There shall be an assurance register kept at each site, which will have to be signed by both, i.e. Railway supervisor or his representative as well as the contractor's supervisors as a token of their having understood the safety precautions to be observed at site.

b) When the contractor's vehicles are to be worked closer to 6m but not less than 3.5m from centre line of the running track (Annexure-B/a)

i) Drivers of vehicle shall be briefed about safety and precautions to be taken while moving/working close to traffic.

ii) Demarcation of the land shall be done by bright colored red ribbon/nylon rope of 12mm thick suspended on 75cm high wooden/bamboo posts at a distance of 3.5m from centre line of nearest running track as shown in (Annexure- B/b)

iii) Contractor shall ensure the road vehicle/Machinery ply in a way so that these do not infringe the line of demarcation.

iv) Presence of an authorized Railways representative shall be ensured before plying of vehicles or working machinery.

v) Railway supervisor shall issue suitable caution order to drivers of approaching train about road vehicles plying or machinery working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.

vi) Lookout men shall be posted along the track at a distance of 800m from such locations, which will carry red flag and whistles to warn to the road vehicles/machinery users about the approaching trains.

vii) On curves where visibility is poor, additional lookout men shall be posted.

viii) In unusual circumstances, where operator apprehends infringement to track while working truck/machinery near running track, following action shall be taken:

a) The contractor /supervisor/vehicle operator immediately advise the situation to Railway official and assist him in protecting the track.

b) Protection shall be done for other emergencies.

2.4 WHEN THE CONTRACTOR'S VEHICLES ARE TO BE WORKED CLOSE TO 3.5 M FROM CENTER LINE OF RUNNING TRACK:

(a) Plying of vehicle or working of machinery closer to 3.5m of running track shall be done under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per the sketch given in (**Annexure-B/b**) and the provisions of Para No. 806 & 807 of P-way Manual as the case may be.

(b) Presence of a Railway supervisor shall be ensured at work site.

(c) Railway supervisor shall issue suitable caution order to drivers of approaching train about road vehicles plying or machinery working close to running tracks. The train drivers shall whistle freely to warn about the approaching train.

2.5 PARKING OF VEHICLES OR CONSTRUCTION MACHINERY:

a) No vehicle or construction machinery shall be parked in unmanned condition on a gradient sloping towards running track.

b) Even on level ground or gradients sloping away from the track, vehicles or construction machinery shall be parked in unmanned conditions at a minimum distance of 6m from nearest track centre in fully braked condition. In addition to brakes, suitable wedges shall also be applied on all the wheels.

2.6 TRAINING:

Training in safe working methods for both along and on the track should be imparted to supervisors /operators of the work executing agencies. Such training may be imparted at Zonal/Divisional Training Schools for required duration as deemed fit, with a view to ensure that the field staff engaged in such works get acquainted with the safety precautions that are needed to be taken while executing the works.

2.7 NIGHT WORK:

(a) During the course of work, if night works to be resorted to, the contractor shall make necessary arrangements for lighting the area, provided there is no separate item in the agreement for providing lighting arrangements, at his own cost and ensure that there shall be safe working to the required standard in the night.

(b) If night work is permitted by the Railway the quoted rates shall hold good for the items of the work done during night also.

2.8 PROVISION OF SAFETY GEARS TO THE WORKERS AT WORK SITE:

(a) All workers during work should wear safety gears like safety jacket, safety shoes, and helmet. Helmet and hand gloves should be used wherever the work demands. Safety jacket should be fluorescent colour so that it can be visible from a good distance especially while working in the running track for ensuring safety of the workers. Contractor should provide these gears to all workers at site of work

(b) Contractor should issue Identity Card to the each worker. He should also obtain Police Verification of each worker and a copy should also be submitted to SSE/JE's office.

3.0 PREVENTION OF ACCIDENTS

3.1 The contractor shall be responsible for the safety his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.

3.2 The contractor shall ensure safety of his workmen by posting necessary flagmen, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running railway line. Similar action would be taken, while working on or near road in use.

3.3 The contractor shall protect the site of the work, excavated areas etc by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.

3.4 Should any accident take place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organization and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.

4.0 DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR:
(CLAUSE: 26A OF PART-II OF GCC'2022)

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

4.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 1.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 1.1.

4.3 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' by the tender inviting authority.

NOTE: 1. Contractor shall also employ following Qualified Engineers during execution of the allotted work:

(a) One Qualified Graduate Engineer when cost of work to be executed is **Rs.200 lakh/Rs.2.0 Crore and above**, and

(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/Rs.2.0 Crore.**

2. Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in para 1 above, he, in terms of provisions of Clause 1.2 (i.e 26A.2 to the Indian Railway Standard General Conditions of Contract), shall be liable to pay an amount of **Rs.40,000 (Rupees Forty Thousand)** and **Rs.25,000** (**Rupees Twenty Five Thousand)** for each month or part thereof for the default period for the provisions, as contained in Para 1(a) and 1(b) of NOTE above respectively.

3. For track related contractual works of values as specified above individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineers and Contractors for track contract works can employ such individuals at their work site on Indian Railways. (Ref: Railway Board letter No. 2012/CE-I/CT/0/20 dtd. 12.07.2013).

5.0 Security Deposit: (Clause. 16.1 of Part-II of GCC, 2022)

5.1 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.

5.2 Refund of Security Deposit: (Clause. 16.2(i) of Part-II of GCC, 2022)

Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

(a) Final Payment of the Contract as per clause 51(1) of GCC, 2022 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) Part-II of GCC, 2022, in case applicable.

5.3 Forfeiture of Security Deposit: **(Clause. 16.2(ii) of Part-II of GCC, 2022)**
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.

5.4 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 Para 6(b) below (i.e. Clause 16(4)(b) of Part-II of GCC, 2022) will be payable with interest accrued thereon. **(Clause. 16.(3) of Part-II of GCC, 2022)**

5.5 The security money shall be refunded to the contractor after expiry of stipulated maintenance period from the certified date of the completion of work and on receipt of' No Claim Certificate' from the Assistant Engineer/DEN concerned. During this period the contractor shall maintain the work and shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Engineer/DEN. The contractor shall have to out work at the site fixed by the Railway representative, if any.

6.0 <u>PERFORMANCE GUARANTEE:</u> (Clause 16(4) of Part-II of GCC, 2022)

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 22ndday after the date of issue of LOA. Further, if the 60thday 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.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Government Securities including State Loan Bonds at 5% below the market value;

(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vi) Deposit in the Post Office Saving Bank;

(vii) Deposit in the National Savings Certificates;

(viii) Twelve years National Defence Certificates;

(ix) Ten years Defence Deposits;

(x) National Defence Bonds and

(xi) 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.

7.0 RECOVERY OF INCOME TAX

i) In terms of section 101 (c) of the Income Tax Act, 1961, Income Tax including surcharge levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Central Government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to settle his final account with the respective Income Tax Officer. However, where specified written instructions are received from the respective Income Tax Officers in regards to this contract, the same would be followed.

ii) Income Tax @ 2% plus applicable surcharge/cess of the gross amount will be recovered from all bills of the contractor in terms of Section 194(C) of the Income Tax Act, 1961 as introduced through the Finance, Act, 1972.

8.0 PROCEDURE FOR PAYMENT OF CONTRACTUAL BILL (Implementation of GST Act 2017)

(Railway Boards letter no. 2016/CE-I/CT/12/GST/Pt-I dtd. 29.06.2017)

8.1 It will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the Gross amount of work executed.

8.2 The procedure as mentioned below is to be followed while dealing with contractor's payment, as per GST applicable.

(A)(i) All works contract are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract shall be done as per Clause-8, Chapter-III of CGST Act, 2017. The goods/service code is notified by Ministry of Finance and can be downloaded from the website www.cbec.gov.in.

(ii) The 'on account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the.

(iii) Since the agreemental rates of contract are inclusive of all taxes as per Clause 37 of GCC-2020, the calculation of 'Gross amount of work executed', 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account/final contract certificate shall be done as under:

Let Z = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.

X = Amount of work executed excluding GST amount.

Y = GST amount as per applicable GST rate for than goods/service

code. R = Percentage rate of GST for that goods/service code.

Then, Z = X+Y, Y = X*R/100

(iv) Percentage rate of GST was various types of goods/services as finalized by GST council can be downloaded from the website www.cbec.gov.in.

(B)(i). Once the 'on account/final contract certificate' is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST' amount (i.e. "X" & "Y" as mentioned in para 8(A)(iii) above) along with Invoice No. (bill No.) and all other details required under GST Act. The sample GST compliant invoice is available as **Annexure-IX**.

(ii) In case contractor is liable to be registered under GST ACT, Railway shall pay to the Contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para 8A(iii) above) duly deducting all other leviable taxes like I/Tax, labour, cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, railway shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" (i.e. "X" as mentioned in para 8A(iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

(iv) In case any need arise to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

9.0 VARIATION IN QUANTITY WILL BE DEALT AS PER CLAUSE 41 & 42 OF GCC'2022.

10.0 SPECIFICATIONS OF WORK AND MATERIALS

10.1 Entire work shall be carried out in accordance with the specifications contained in Tender Schedule, USSOR-2021 and IRUSS-2021 subject to modification, addition, supersession by the special specifications contained in this tender document.

10.2 Any specifications, not covered by this tender document, shall be in accordance with relevant IRS codes, BIS codes and or IRC codes read in the order as they appear here.

10.3 Materials to be supplied by the contractor for the work shall conform to specifications contained in the Tender Schedule, USSOR-2021 and IRUSS-2021 edition. If called upon, the contractor shall state the actual source of supply of materials to be supplied by him and shall submit samples for prior approval. During execution of the work, all materials brought to the site by the contractor must be offered for inspection and passing by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.

10.4 All paints/distemper including plastic paint to be used shall only be those manufactured by one of the following firms or any other approved brand and of colour and shade approved before hand by the Engineer. These materials shall be brought in sealed drums and each such drum shall be opened in the presence of the Engineer before use.

- Asian Paints.
- Berger Paints.
- Shalimar Paints.
- Dulux
- Nerolac
- Jenson & Nicholson.

10.5 Cement and Reinforcement & structural steel for the entire work shall be supplied/used by the Contractor under relevant Schedule conforming to IRS/BIS Specifications.

1.0 Cement

1.1 Cement supplied and used for work as specified under relevant schedule, shall conform to relevant BIS code/specifications.

1.2 Cement produced by reputed manufacturer approved by the Engineer – In – Charge shall be supplied by the Contractor and used for construction.

1.3 Decision of Engineer regarding reputed firms shall be final and binding on the contractor.

1.4 **Cement within 3 (Three) months from the date of manufacture shall only be used for the work.**

1.5 Cost of the cement procured by the contractor should be paid only after consumption towards the different item of works of schedules.

2.0 Reinforcement & structural Steel

2.1(A) All reinforcement steel (TMT Bars) and Structural Steel shall be procured as per specifications mentioned in BIS's documents- IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

(B) These steel shall be procured only from those firms, which are established, reliable, indigenous and primary producers of steel, having integrated steel plants (ISP), using iron core as the basic raw material and having in-house iron rolling facilities, ,followed by production of liquid steel and crude steel, as per Ministry of Steel's guidelines.

2.2 However, only certain isolated sections of structural steel, not being rolled out by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG officer of the Zonal Railway on case to case basis for this purpose.

All reinforcement steel (TMT Bar) and structural steel as per IS:1786 and IS:2062 with latest amendment should be procured from the primary producers of steel i.e.

a. SAIL

b. TISCO

c. RINL

d. Any other Primary Steel Producer having Integrated Steel Plant (ISP) and using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of steel through the process of DRI-EAF, BF-BOF and Corex-BOF only.

2.3 The contractor shall produce the certificate issued by plant manufacturer/Plant consultant (with documentary proof of process) establishing process being used at plant is either of DRI- EAF, BF-BOF and Corex-BOF route only, for manufacturing TMT reinforcement bar using iron ore as basic raw materials.

3.0 General

3.1 **The contractor has to arrange the manufactures test certificate for the steel and cement supplied at the site along with the other documents such as invoices etc.**

Contractor shall furnish copy of the test certificate for cement, reinforcement steel, structural steel issued by the manufacturer for lot from which supply has been taken by the contractor and also furnish the source where the same has been purchased. The Railway reserves the right to take the samples of the materials supplied by the contractor and to get the same tested at approved /recognized laboratories as is being done by other Government Organizations such as CPWD, at the cost of the contractor and the results thereof shall be binding on the contractor. Steel shall be tested for tensile strength, elongation, bend test etc. Cement bags should bear the information in legible marking of manufacturers name, registered trade mark of the manufacturer if any, type of cement, weight of each bag in kg, date of manufacture as well as month and year of manufacture, and will bear ISI certification mark.

3.2 **Steel and Cement used for work will be paid as per relevant items in Schedule of quantities and rates.** The rate for supply of steel also include costs of transporting, loading, unloading, handling, re-handling with all lead, lift, and all taxes and incidental charges etc. The rate for supply of Cement is also inclusive of transportation, loading, unloading, re-handling, storing with all lead, lift, all taxes and incidental charges etc.

3.3 No allowance for wastage on any of the materials supplied by the contractor including Cement and Steel is payable by the Railway.

3.4 Contractor will make his own arrangements for storing cement, steel and other materials.

3.6 Reinforcement steel should be paid only after utilization in RCC work. Payment should not be made for bars projected beyond the casting level until the same is concreted in next stage.

3.7 Standard weights as per relevant IS code will be followed for arranging payment for steel.

3.8 The contractor should maintain detailed records of receipt of steel & cement from different locations

and shall keep the challans, R.R. No, Lorry No etc and shall maintain the record of the receipts, issues and balance in the register and produce the same to the Engineer in charge or his representative as demanded.

10.6 The sanitary fittings to be supplied shall be of **Hindustan, Tyford, Nycer, Parryware or any other approved brand** and are subject to prior submission of samples and approval thereof.

10.7 Samples of materials to be supplied by the contractor may be got tested at the contractor's cost in any recognized laboratory at the sole discretion of the Engineer.

11.0 <u>Patented items in Works Contract</u>.

11.1 In case, the agency supplying the patented item is not the contractor to whom the work is assigned and these items are being procured by the Contractor, the concerned contractor will obtain prior approval from the Engineer-in-charge of the work (Min. JA Grade Officer), who will ensure that all design and safety aspects are taken care of. For any specific requirement concerning execution, warranty etc. an agreement / MOU is to be entered between the main contractor and the party supplying the patented items, clearly bringing out the responsibility of party supplying such patented items. A copy of such MOU will be furnished to the Engineer-in-charge by the main contractor to whom work has been assigned by the Railway and after the approval of Engineer-in-charge; such item can be used in work.

11.2 The agency supplying the patented item shall provide complete details/specifications/drawings of the items including the manner in which it is to be used.

11.3 During the installation of such patented items, authorized representative of the firm supplying such patented/propriety items shall be presented and after the execution of work, a certificate to be issued by the firm supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concerned Engineer-in-charge executing **the contract, before releasing payment for the work done".**

12.0 <u>HIRE CHARGES</u>

12.1 The Railway may give to the contractor any plant and equipment on hire, if available, on a specific request made by the contractor to the Railway. However, the Railway shall not entertain any claim of the contractor for compensation due to the Railway's failure to do so. The Railway shall also not entertain any excuse of the contractor for slow progress or non-performance of the work due to the Railway's inability to supply such plants and equipments.

12.2 Issue of such plants and equipments shall not be allowed as a matter of routine, rather shall be permitted only in those cases where need for help from the Railway could be established having regard to the nature and urgency of the situation and without adversely affecting normal requirements of the Railway. A statement of materials, thus issued, and hire charges recovered should invariably be furnished along with the final bill by the contractor.

12.3 **Recovery of hire charges** The hire charges to be recovered from the contractor are to be calculated as under:

1. Cost of materials shall be the book value or last purchase rate, whichever is higher plus 5% for freight and 2% for incidental charges thereon. The cost thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.

2. The hire charges per annum shall be calculated on the cost of the materials arrived at as per sub-Para 1 above on the following basis:
   a. Interest on the total cost of material should be charged at the ruling rate of dividend payable by Railways to the General Revenue plus;

   b. Depreciation charges at 10 % of the cost of materials arrived at as per sub-Para 1 above to be charged for all classes of materials plus;

   c. Additional depreciation charges at 10 % on the total of a & b above shall be charged to meet the contingencies.

12.4 The contractor shall bear the cost of carriage, including other incidental charges such as loading, unloading, handling etc, of the plants and equipments to the site of the work and also back to the depot from where they were issued.

12.5 No cutting of holes shall be allowed in the plants and equipments thus issued and they shall be returned to the Railway in a completely good and serviceable condition. In case of failure of the contractor to return any plants and equipments in a good and serviceable condition, the cost, thereof, shall be recovered from contractor at the rates arrived at as per item 18.3.1 above increased by 100 %. Decision of the engineer-in-charge of the work shall be final in determining condition of the plants and equipments and the same shall be binding on the contractor.

12.6 Running expenses including fuel, lubricants and stores and labourers, for the plants and equipments supplied by the Railway, shall also be paid for by the contractor at the cost to be determined by the Railway.

12.7 Staff and stores for running the plant may be supplied by the contractor with approval of engineer- in-charge. The staff of the contractor so permitted must be properly skilled to operate the plants and equipments concerned.

12.8 Running expenses including fuel, lubricants and stores and labourers, for the plants and equipments supplied by the Railway, shall also be paid for by the contractor at the cost to be determined by the Railway.

12.9 Staff and stores for running the plant may be supplied by the contractor with approval of engineer- in-charge. The staff of the contractor so permitted must be properly skilled to operate the plants and equipments concerned.

13.0 RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS

13.1 The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.

13.2 The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.

13.3 Part of the work finished but not taken over by the Railway shall be treated as contractors materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto.

14 PAYMENT OF ADVANCES TO CONTRACTORS:

(For the instant tender Payment of Advances are not applicable.)

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 -

(a) 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.

(b) 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.

(c) 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.

(d) 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.

15.0 **Price Variation Clause (PVC) :** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs 2 Crores and will be dealt as per Clause 46A of GCC'2022 (with correction upto date).

16.0 **Quality Assurances and Reduced Payment:**

i) The contractor shall supply all materials and execute all works according to the specification and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of GCC 2022.

ii) Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixer and concrete should be vibrated by vibrator of appropriate design. All charges for working of machines viz. fuels, drivers, repairs, etc. will have to be borne by the contractor. No extra payment will be made on this account.

iii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at Site.

iv) In case a contractor executes a work which is structurally up to specifications, but sub-standard in finish, the same may be approved and accepted by the Railway in cases where finish is not so important, at Railways sole discretion, provided that where such a work is accepted, the payment for such work shall be made @ equivalent to 90% (ninety percent) of the rates accepted for such work in the Schedule of items.

17.0 **Observance of Statutory Act. Rules, etc.**

The Contractor(s) will be bound by the provision of the minimum wages Act, 1948 as amended from time to time and the rules made hereunder with regard to labour in schedule employment, i.e. on road Construction, building operation and stone breaking and stone crushing "Road Construction" will include new construction as well as maintenance and repairs of roads and building operation will include the construction of docks. Wharfs, jetties, bridge, tunnels, overhead tank etc. and also maintenance and repairs of the same. The provision of the minimum wages Act will also apply to ordinary maintenance works and petty woks also. The schedule of minimum wages as prevalent shall be fallowed.

18.0 **SUPPLY OF RAILWAY MATERIALS:**

18.1 For items executed under the USSOR-2021, supply of materials by the Railway to the contractor shall be regulated as per terms and conditions specified in the preface of the book and the introductory remarks on the top of each of the chapter of the said book of reference subject to modifications detailed herein.

18.2 Materials, supplied by the Railway, shall be supplied at the store godowns of the JE/SE under whom the work will be executed and the contractor shall carry the materials from there to the site of the work by road or by loading into wagons at his own cost as per direction of the Engineer-at- site. Detention of wagons, if any, shall be on the contractor's account. The tendered rates for items, where materials shall be supplied free by the Railway, shall include loading, unloading, leading, lifting, stacking, handling, rehandling, crossing of lines, tracks, obstructions etc of such materials. No extra payment shall be made in this respect. This

supersedes provisions of payment for lead and lift of materials specified in the introductory remarks of various chapters of the USSOR-2021.

18.3 Materials, to be supplied by the contractor, shall be delivered at the site of consumption and the Railway shall make no payment towards handling, transport, storage and safe custody of the same.

18.4 While transporting and storing materials supplied by the Railway, the contractor shall guard against any deterioration, damage or loss due to any cause whatsoever (i. e. cement becoming set due to moisture, steel getting rusted etc) and the contractor shall make necessary precautionary arrangement for this at his own risk and cost. Cost of materials damaged by the contractor shall be recovered as detailed in the Para below.

18.5 In case of supply of cement by the Railway in Jute/Polythene bags, the empty bags, if not required by the railway, shall be retained by the contractor for disposal, preferably to the authorised bag collecting agents, and a sum of Rs. 3/- (Rupees Three only) per bag shall be recovered from the contractor's bills towards cost of each such bag.

18.6 In case of supply of cement by the railway in paper bags, as in the case of imported cement, the paper bags shall be retained by the contractor for disposal in his own way and no recovery shall be made from his bills towards empty bags.

18.7 Quantity of materials, supplied by the Railway to the contractor, shall be regulated by the Railway commensurate with progress of the work and shall be issued only on a written demand from the contractor from time to time.

18.8 All materials issued in excess of requirement by the Railway to the contractor shall be returned by the contractor in good condition free of cost at the store godown of the stockholder from where they were issued. In case of reinforcing and or structural steel, cut pieces to the extent of maximum of 2 % (Two percent) of actual consumption shall be returned without attracting any deduction. For any excess over this quantity, deduction at the rate worked out as per Para 18.9 below would be effected.

18.9 If the contractor fails to return excess materials issued to him, cost of such excess materials shall be recovered, for the quantity of each of such materials not returned, at the rates 1.5 times the prevailing procurement rates at the time of last issue of each of such materials plus 5 % (five percent) for freight and 2 %(two percent) towards incidental charges. The rates thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.

18.10 While transporting materials, whether supplied by the Railway or by the contractor, the contractor shall be fully responsible and answerable for any dislocation or damage caused by him to rail traffic or to roads and for any accidents which may occur en-route and shall make good the same at his own risk and cost. It is deemed that the contractor has fully indemnified the Railway against any claims made by any party for such dislocation, damage or accident. In the event of the contractor failing to make good such loss, the Railway shall do so, at the contractor's cost, at its sole discretion.

19.0 <u>Wages to Labour</u> will be dealt as per Clause 54 of Part-II of GCC'2022.

20.0 <u>Apprentices Act</u> will be dealt as per Clause 54.A of Part-II of GCC'2022.

21.0 <u>Provisions of Payments of Wages Act</u> will be dealt as per Clause 55 of Part-II of GCC'2022.

22.0 <u>Provisions of Contract Labour (Regulation and Abolition) Act, 1970</u>: will be dealt as per Clause 54.A of Part-II of GCC'2022.

23.0 <u>Provisions of Employees' Provident Fund and Miscellaneous Provisions Act,1952</u> will be dealt as per Clause 55.B of Part-II of GCC'2022.

24.0 <u>Mandatory updation of data on Railway's Shramikkalyan portal by contractor</u> will be dealt as per Clause 55.C of Part-II of GCC'2022.

25.0 <u>Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction s' Welfare Cess Act, 1996"</u>: (Authority: Rly. Bd.'s Letter nos. 2008/CE-I/CT/6 dated 09.07.2008 & 09.08.2019) **and (Clause 55-D of Part-II of GCC,2022)**

The tenderers, for carrying out any construction work, 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 concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Deptt.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

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 materials shall be outside the purview of cess, when supplied under a separate schedule item.

26.0 All provisions of Labour Laws mentioned in Para 19.0 to 25.0 above are to be followed scrupulously and the proof of the same to be submitted by the contractor alongwith bills failing of which bills of contractor payment will not be done.

27.0 The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

28.0 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:-

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the Railway and the same will be dealt under clause 63 to 64(8) of GCC-2022.

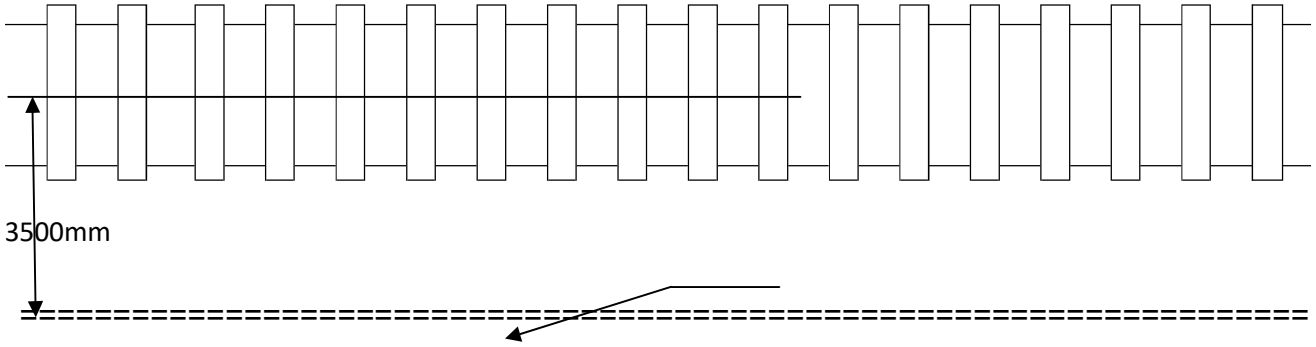
29.0 NOVATION ARGREEMENT FOR EBR-IF FUNDED CONTRACTS

The Novation Agreement will be executed, if the contract work is funded by IRFC **as per Railway Board's letter no.2018/AC-ii/I/57(Pt), dated 20.3.2020.**

E N D

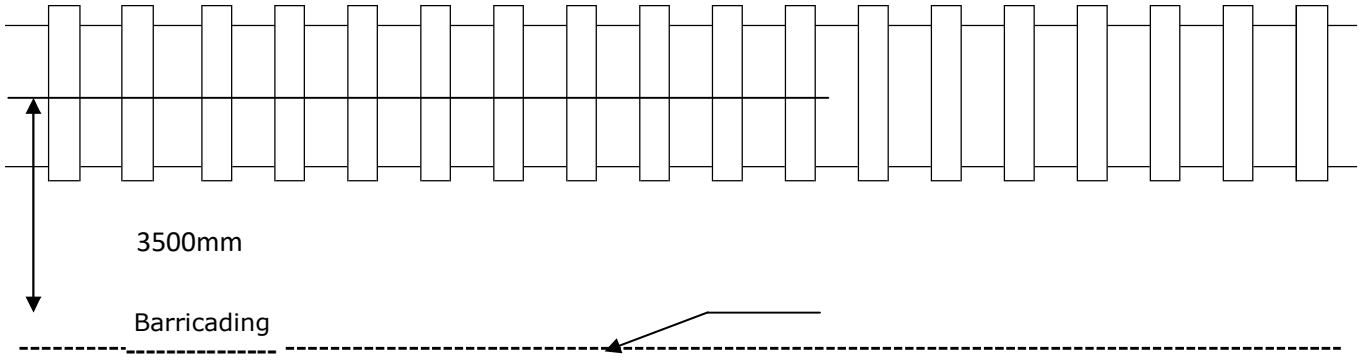
ANNEXURE B

a) **Marking of line with lime:**



Vehicle / trucks can ply in this area

b) **Provision of Barricading:**



ANNEXURE – C

(BEFORE STARTING THE WORK)

Name of the work:

Location:

Duration of the work: From

S No.	Details	Yes	No
1.	Contractor's supervisor identified/ selected. Who is going to be site in charge?		
2.	Training imparted to contractors supervisor & Certified issued?		
3.	Work site inspected by construction supervisor / other department's supervisors along with contractor's supervisor?		
4.	Precautions to be taken identified and listed?		
5.	Plan of the work drawn out by contractor's supervisor in consultation with Railway's supervisor?		
6.	Plan of work brought to the knowledge of open line AEN/IOW & PWI?		
7.	Before start of the work proper lime marking / Barricading had done at site of work?		
8.	Men deputed for protection of track along with safety equipments?		
9.	Caution order issued for the train drivers in case work is being done within 6mts of centre of running track?		
10.	Drivers of vehicles/ machinery being used have been identified?		
11.	Drivers of vehicles/ machinery briefed about the safe working?		
12.	Sufficient lighting provided at site of work for night working?		
13.	Infringements checked?		
14.	Sectional (open line) AEN/PWI/IOW have satisfied themselves regarding safety arrangements?		
15.	Availability of Walkie-Talkie sets for communication?		

Signature of construction/
Other departments' supervisor

Date:

ANNEXURE-D

CHECK LIST
(WHILE WORK IS IN PROGRESS)

Name of the work:

Location:

Date of the Work: From

Date of Inspection:

S No.	Details	Yes	No
1.	Does the contractor's supervisor have the certificate?		
2.	Does the knowledge of contractors supervisor on safety of track & work site is up to mark?		
3.	Is the Railway's supervisor of Constr. Organization/Other department available at site?		
4.	Is the knowledge of Railway's supervisor O.K.?		
5.	Is lime marking Barricading done?		
6.	Are adequate safety precaution taken?		
7.	Are communication facilities (Walkie-talkie sets) available at site?		
8.	Are only identified drivers driving the vehicles/machinery?		
9.	Is whole work site safe for working of men/vehicles & trains?		
10.	Are adequate lighting arrangements done at site?		
11.	Are adequate protection equipment available sat site?		
12.	Is caution order to trains being issued?		
13.	Are train drivers following the enforced temporary speed restriction?		
14.	Has work permit been taken for working in Electrified territory / Station Yards? (P&C areas?)		

Designation