

उत्तर मध्य रेलवे

NORTH CENTRAL RAILWAY



इंजीनियरिंग विभाग

ENGINEERING DEPARTMENT

(प्रयागराज मण्डल)

PRAYAGRAJ DIVISION

निविदा प्रपत्र

TENDER FORM

(Tender Notice No: 4120262027 dt 19.06.2026)

(निविदा सूचना सं. 4120262027 दिनांक 19.06.2026)

(Tender No. 104)

(निविदा संख्या 104)

Tender to be opened on: 15-07-2026

निविदा खुलने की तिथि- 15-07-2026.

Name of Work: - Combined tender for (A) Provision of Pathways at various stations under Sr. DEN/IV/PRYJ. (B) Provision of MS Catwalk and repair of drainage at coach watering lines under Sr. DEN/IV/PRYJ.

कार्य का नाम: सहायक संयुक्त निविदा (ए) वरिष्ठ मंडल अभियंता चतुर्थ के अधीन विभिन्न स्टेशनों पर रास्ते की व्यवस्था का कार्य ।
(बी) वरिष्ठ मंडल अभियंता चतुर्थ के अधीन कोच वॉटरिंग लाइनों पर एमएस कैटवॉक की व्यवस्था और ड्रेनेज की मरम्मत का कार्य।

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NORTH CENTRAL RAILWAY
PRAYAGRAJ DIVISION
E – Tendering Tender Notice

Tender Notice No.- 4120262027
Dated : 19-06-2026

Office of Divisional Railway Manager
North Central Railway, Prayagraj

Divisional Railway Manager (Engineering)/ North Central Railway/ Prayagraj, for and on behalf of the President of India, invites **E–TENDERS by Two Packet System** on prescribed form for the following work up to 13.30 hrs. on **15.07.2026**
The details of the Tender are as under: -

SN	Tender No.	Name of Work	Approx Cost of work (Rs.)	Earnest Money (Rs.)	Completi on Period	Date of Opening of tender	Eligibility Criteria For similar work
1	104	Combined tender for (A) Provision of Pathways at various stations under Sr. DEN/IV/PRYJ. (B) Provision of MS Catwalk and repair of drainage at coach watering lines under Sr. DEN/IV/PRYJ.	154876077.12	3097500.00	12 Months	15.07.2026	Any Civil engineering Work

Bid Capacity Required: - YES

- (1) E-Tender Forms shall be issued free of cost to all tenderers.
- (2) The complete information along with tender document of above **E–TENDERS by Two Packet System** is available on Website www.ireps.gov.in. **up to 13:30 hrs.** on the due to date of tender opening **i.e., 15-07-2026**.
- (3) Tender offer shall be made on line through **Two Packet System**.
- (4) Bids other than in the form of E-Bids shall not be accepted against above tenders. For this purpose, vendors are required to get themselves registered with IREPS website along with Digital Signature Certificate issued by CCA under IT Act-2000.
- (5) Rates entered into Financial Rate page and duly signed digitally shall be considered. Rates and any other financial entity in any other form / letter head if attached by vendors shall be straightway ignored and shall not be considered.
- (6) The tenderers shall submit a certificate as given in tender document in standard format, without which their tender may not be considered and shall be summarily rejected.
- (7) Bid offer validity shall be 90 days from the opening of tender.
- (8) Document being attached should be signed by the tenderer on its body.
- (9) This tender notice has also been uploaded on www.ncr.indianrailways.gov.in.
- (10) In case of any difficulty helpdesk available on the website of IREPS may be approached.
- (11) The tenderer has to submit necessary documents in compliance of clause 10 to 18 (Part-I) of GCC July'2022 mandatorily, otherwise offer will be considered as Incomplete offer and accordingly shall not be considered.

Sr. Divisional Engineer/IV
N. C. Railway, Prayagraj

उत्तर मध्य रेलवे
प्रयागराज मंडल
ई-टेण्डरिंग निविदा सूचना

निविदा सूचना सं. 4120262027
दिनांक :-19.06.2026

मण्डल रेल प्रबन्धक कार्यालय
उत्तर मध्य रेलवे प्रयागराज

मण्डल रेल प्रबन्धक/इंजीनियरिंग/उत्तर मध्य रेलवे, प्रयागराज द्वारा भारत के राष्ट्रपति के लिये एवं उनकी ओर से निम्नलिखित निर्धारितकार्य के लिये ई-निविदा दो पैकेट प्रणाली के अन्तर्गत निर्धारित प्रपत्र पर दिनांक **15.07.2026** को 13.30 बजे तक आमंत्रित की जाती है। कार्य का विवरण निम्न प्रकार है:-

क्र.सं.	निविदा नं.	कार्य का विवरण	अनुमानित मूल्य (रु.)	बयाने की रकम (रु.)	कार्य समापन की अवधि	निविदा खुलने की तिथि	थसमिलर वर्क के लिये न्यूनतम वांछनीय आधार
1	104	संयुक्त निविदा (ए) वरिष्ठ मंडल अभियंता चतुर्थ के अधीन विभिन्न स्टेशनों पर रास्ते की व्यवस्था का कार्य। (बी) वरिष्ठ मंडल अभियंता चतुर्थ के अधीन कोच वॉटरिंग लाइनों पर एमएस कैटवॉक की व्यवस्था और ड्रेनेज की मरम्मत का कार्य।	154876077.12	3097500.00	12 महीने	15.07.2026	कोई भी सिविल इंजीनियरिंग का कार्य।

बिड कैपेसिटी की आवश्यकता है छ

- ई-निविदा प्रपत्र सभी निविदादाताओं को निःशुल्क निर्गत किये जायेंगे।
- उपर्युक्त ई-निविदा का पूर्ण विवरण निविदा प्रपत्र सहित IREPS की वेबसाइट www.ireps.gov.in पर समय 13:30 बजे तक निविदा खुलने की तिथि दिनांक **15-07-2026** तक उपलब्ध है।
- निविदा आफर दो पैकेट प्रणाली के रूप में आनलाइन प्राप्त की जायेगी।
- उपर्युक्त निविदा में ई-बिड के अलावा किसी अन्य रूप में बिड स्वीकार नहीं की जायेगी। इस प्रयोजन हेतु वेन्डरों को चाहिये कि वे अपने आपको I. T. Act-2000 के अन्तर्गत C.C.A. द्वारा जारी डिजिटल हस्ताक्षर प्रमाणपत्र के साथ IREPS की वेबसाइट पर पंजीकृत करायें।
- निविदा की दरें केवल डिजिटल हस्ताक्षरित फाइनेन्सियल रेट पेज पर ही विचारणीय हैं। दरें तथा अन्य वित्तीय प्रभार अन्य किसी भी फार्म / लेटर हेड पर यदि संलग्न है तो उस पर विचार नहीं किया जायेगा तथा सीधी तौर पर अमान्य कर दिया जायेगा।
- निविदादाता अपनी निविदा के साथ निर्धारित प्रोफार्मा पर शपथ-पत्र, जैसा निविदा प्रपत्र में उल्लिखित है, प्रस्तुत करेंगे, जिसके अभाव में उनकी निविदा अविचारणीय होगी तथा निरस्त कर दी जायेगी।
- बिड ऑफर की वैधता टेंडर खुलने की तारीख से 90 दिनों तक होगी।
- संलग्न किये जाने वाले सभी प्रपत्र निविदाकर्ता द्वारा हस्ताक्षरित होने चाहिये।
- निविदा सूचना को उत्तर मध्य रेलवे की वेबसाइट www.ncr.indianrailways.gov.in पर भी अपलोड कर दिया गया है।
- किसी भी प्रकार की तकनीकी समस्या के समाधान के लिये IREPS की वेबसाइट की हेल्पलाइन से सम्पर्क किया जा सकता है।
- निविदादाता को जी.सी.सी. जुलाई 2022 भाग-1 के पैरा 10 से 18 के अनुपालन में उल्लिखित आवश्यक दस्तावेजों को निविदा के साथ अनिवार्य रूप से संलग्न करना है अन्यथा उनकी निविदा अपूर्ण मानी जायेगी एवं तदनुसार अविचारणीय होगी।

वरिष्ठ मण्डल इंजीनियर/चतुर्थ
उत्तर मध्य रेलवे, प्रयागराज

NORTH CENTRAL RAILWAY

TENDER FORM (First Sheet)

Tender No. 4120262027-104, dated 19.06.2026.

Name of Work: - Combined tender for (A) Provision of Pathways at various stations under Sr. DEN/IV/PRYJ. (B) Provision of MS Catwalk and repair of drainage at coach watering lines under Sr. DEN/IV/PRYJ.

The President of India
Acting through the Chief Engineer,
Divisional Railway Manager,
Sr. Divisional Engineer / IV,
North Central Railway,
Prayagraj.

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for North Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects up to **12 (Twelve) Months.**
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A bid security of Rs. of **₹ 30,97,500/-** has already been deposited online/ submitted as Bank Guarantee bond as Bid Security. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if.
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

NORTH CENTRAL RAILWAY
TENDER FORM (Second Sheet)

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

- 1.0 The Divisional Railway Manager (Engineering), North Central Railway, Prayagraj, for and on behalf of the President of India, invites **Two Packet E-Tender for the above work**. The tenderers must upload their offers through **Two Packet E-Tender not later than 13.30 hrs on date 15.07.2026**. Any tender delivered or sent otherwise will not be considered in any case. In case, the opening date happens to be holiday, the tenders will be opened on the next working day.
- 1.1 Please read carefully complete tender document including Instructions to Tenderers, IRS Conditions of Contract, Special tender conditions, E-Tender guidelines etc. as available on the web site www.ireps.gov.in
- 1.2 Your digital signature on the **Two Packet E-Tender** form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 1.1 above as well as items of schedule & quantities of tender, consisting of techno-commercial offer form (including special conditions attached to E-Tender) and financial offer form, unless specific deviation is quoted in the techno-commercial offer form.
- 1.3 Tenderer should watch the website for the corrigendum/addendum to the NIT/tender document, if any that may be uploaded prior to tender opening (inclusive) as there will not be any separate communication for that.
- 2.0 SUBMISSION OF OFFERS**
- 2.1 No Manual offers sent by post/Fax or in person shall be accepted against such E-tenders, even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
- 2.2 The tenderers must fill in the techno-commercial offer form, financial offer form on IREPS website and scanned copy of following documents should be uploaded along with E-Tender–
- (i) Documents in support of satisfying Minimum Eligibility Criteria by tenderer.
 - (ii) Details of Machinery and Plants, Organization, Local Condition and Site Familiarity, Constitution of Firm, List of Works in Hand, List of Works Completed in Last Three Years.
- 2.3 The E-Tender form is not transferable. E-tender along with above documents must be uploaded and signed by the authorized user of the firm using his Digital Signature Certificate.
- 2.4 Balance sheet for the 4th previous year (**i.e., FY 2022-23 or as applicable for the instance tender**) as per para 10.2 of GCC-2022 and para 4.15.2 of the tender document shall be considered in evaluation of financial eligibility criteria only when it is clearly certified in Annex-VI B or a self-declared certificate duly signed by chartered accountant and the

tenderer that the balance sheet of last financial year (i.e., FY 2025-26 or as applicable for the instance tender) has not been audited/yet to be prepared.

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

2.6 (As per Railway Board's letter No. 2017/CE-I/CT/9, dated 31.05.2023)

For all contracts costing more than Rs. 5 Crore, Contractor's e-MB is mandatory. Measurement recorded by the Contractor shall be Test Checked by Railway within 45 Days of submission of measurement. This is incorporating the provision of Para No.1316A of Engineering Code.

2.7 TENDER OPENING

No tenderer shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website. Railway does not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Tenderer cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.

3.0 General

3.1 In addition to your offer in e-Tender, the following documents will form part of Contract: -

- (a) This document including Instruction to Tenderers & Conditions of Tender, Additional Instructions to Tenderers, Special conditions/Specifications if any
- (b) General Conditions of Contract 2022
- (c) Standard Specifications for materials and works
- (d) Bill of quantities (enclosed)
- (e) All general and detailed drawings, if applicable, pertaining to the work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

3.2 Order of Precedence of Documents : In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence: The expression General Conditions of Contract, Regulations and Instructions for Tenderers and Standard Forms of Contract, Standard Specifications and Standard Schedule of Rates, which form the basis of contract, where ever occurring in these papers, shall be deemed to mean the following:

- i. Letter of Award/ Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings

- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2021 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

3.3 The ***“Special Conditions”*** and the clause of ‘Instruction to Tenderers’ shall govern the work done under this contract in addition to and/or in part supersession of the ‘General Conditions of Contract and the Standard Specifications, where there is conflict between Special Conditions contained in the Schedule of Items etc. of the one part and the Standard Specification, General Conditions of Contract, Regulations and Instruction to Tenderers on the other hand the former shall prevail. Any special condition(s) stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent that the same have been expressly accepted by the Railway.

3.4 Drawings for the work:

The drawings for the work, if applicable, can be seen in the office of the Divisional Railway Manager (Engg.), Prayagraj and concerned Asst. Divisional Engineer office at any time during the office hours. The drawings are only for the guidance of tenderer. Detailed working drawings, (if required) based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time. If any plan/ drawing is required, **Rs. 200/- per plan/ drawing** will be levied extra.

The Railway Administration reserves the right to change or amend the drawing as and when necessary, at any stage of the work. No claim of any kind, whatsoever, will be entertained by the Railway in case the execution of any item of work is held up for want of approved design or late supply of such materials as are to be arranged by the Railway and such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages on this account. However, extension of the completion date as may be considered reasonable may be granted by the Railway administration.

3.5 Care in Submission of Tenders:

- (a) The tenderers are advised to study the tender papers carefully. The tenderer shall also inspect the site of the work and acquaint him with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.
- (b) 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 in accordance with the provisions in Clause 37 of the General Conditions of Contract for the completion of the works to the entire satisfaction of the Engineer.
 - i. Tenderer 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.
 - ii. 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.
 - iii. 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.
 - iv. (Authority: Railway Board's Letter No. 2017 / CE-I / CT / 4 / GST dated 23-6-2017)
- (c) 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.
- (d) 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.

3.5.1 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 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.

3.6 QUOTING OF RATES ETC

- 3.6.1 For works based on Schedule of Rates, the tenderer is to quote the overall percentage above/below/at par on the basis of rates contained in the North Central Railway Engineering Department, CPWD-DSR -2021 corrected and notified up to date of opening of this tender and also against each Non-Scheduled item, if any work is not based on Standard SOR. The rates should be quoted above/below/at par for *IRUSSOR' 2021/ NS items/CPWD-DSR-2021* item in the specified place mentioned in the e-tender.
- 3.6.2 The rates quoted by the tenderers should be inclusive of all taxes, license fee, royalty, octroi etc. where leviable by State, Central Govt. and/or any other local authority. If any Tax/Royalty/Octroi is quoted extra, the same will neither be considered for evaluation of the tender nor will be paid.
- 3.6.3 The tenderer should quote their rates for all items of schedules at prescribed place in the e-tender form on IREPS website. Any revision of rate or rebate or discount at any other place of tender document or through a separate covering letter will not be accepted.
- 3.6.4 The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. In case of increase in rates by tenderer(s) during negotiation, rates originally quoted will be binding on the tenderer(s).
- 3.6.5 The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the work unless otherwise specifically mentioned in the tender/schedule of items/rates. They shall also cover the assembling and erecting of the work and making down of all sheltering of the formwork.
- 3.6.6 The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor. All works will be paid for on the basis of actual measurements taken at site.
- 3.6.7 The rate for any item of work not appearing in the Schedule of Item/Schedule of Rates, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work and cost involved and shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. A work, for which no rate has been provided for in the schedule of rate, should not be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these works and the contractor(s) shall have no claim for loss or damage on this account.
- 3.6.8 The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).

- 3.6.9 The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
- 3.6.10 The item numbers, description, units and rates given in the schedule of work order are based on the CPWD-DSR -2021/IRUSSOR 2021 corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s).

The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).

3.7 COMPLETION PERIOD OF THE WORKS

The works are required to be completed within period as specified in e-tender document i.e., **12 (Twelve) Months** from the date of issue of acceptance letter. The completion period as given above will be the overall time for the completing of the work including handing over of site/Plans etc. All tenderers shall be required to submit their tentative planning of work in MS Project in hard as well as soft copy, along with tender documents.

- 3.8 MAINTENANCE PERIOD** - The contractor(s) shall maintain the work for a period of **06 Months** from the date of issue of completion certificate by the Engineer-in-charge.

3.9 VALIDITY PERIOD OF TENDER OFFER

The tenderers shall keep the offer open for a minimum period of **90 days from the date of opening of tender** and being extended further if required by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his Bid Security deposit. The tenderer cannot withdraw his offer within the period of validity/extended validity.

4.0 JOINT VENTURE (JV) IN WORKS TENDERS

Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same. At present Joint Venture Firms shall be applicable to the work tenders of value more than 10 Crore (Rupees Ten Crore only) as per Rly Board letter No. 2002/CE-I/CT/37 JV Pt-VIII, New Delhi dt 14.12.12.

- 4.1 Separate identity/name shall be given to the Joint Venture.
- 4.2 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 up to 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%.

- 4.3 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.
- 4.4 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.
- 4.5 Bid Security shall be deposited by JV or authorized person of JV either as:
- (a) Cash through e – payment gateway or as mentioned in tender document, or
 - (b) 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
- 4.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with 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.
- 4.7 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 Deposit shall be liable to be forfeited.
- 4.8 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 tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.9 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.
- 4.10 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.
- 4.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded,

shall form a legal entity if not already formed, which shall have the same shareholding pattern, as was declared in the MOU/JV Agreement submitted along with the tender. This entity 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:

4.11.1 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 JV members 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.

4.11.2 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.

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

4.12 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.

4.13 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.

4.14 Documents to be enclosed by the JV along with the tender:

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

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

- (c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (ii) 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.

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

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.

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

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (b) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
- (c) A copy of Certificate of Incorporation.
- (d) 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.

4.14.4 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.

4.14.5 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.

4.14.6 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

4.14.7 All other documents in terms of explanatory notes in clause 10 of GCC 2022.

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

4.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned here under)

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 of GCC 2022, 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 10.1 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

- (i) The technical eligibility for major component of work as per para 10.1 of GCC 2022, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV' and technical eligibility for other component(s) of work as per Para 10.1 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 10.1 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:

- (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.*

4.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 10.2 of GCC 2022. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 of GCC 2022. The “financial capacity” of each of other partners (excluding lead partner) shall not be less than 10% of the financial eligibility criteria mentioned at para 10.2 of GCC 2022.

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.*

4.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” mentioned at para 10.3 of GCC 2022 **(Updated vide ACS- 11)**. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

5.1 Mode of Payment: - The payment to the contractor/vender would be made through EFT/ECS. The contractor has to submit the following information duly certified by the concerned branch of Bank.

1. Centre (City Code)
2. IFSC Code (Bank Branch specific No.
3. Name of Bank
4. Branch Code
5. Beneficiary name
6. Account No.
7. Type of account.
8. PAN No.

5.2 In case of supply of materials/ballast, Form 3-D will be issued to the party/parties who furnish his/her/their Sales Tax Registration number and date under Sales Tax Act. The Railways shall make no refund on account of Sales Tax

5.3 Railway Administration can draft Vehicles and equipment’s of Contractors in case of accidents/ natural calamities involving human lives.

5.4 OMISSIONS AND DISCREPANCIES

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority

inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and 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.

6. Eligibility Criteria:

6.1 Technical Eligibility Criteria:

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

Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender.

“Similar work” for minimum eligibility criteria is defined as “Any Civil engineering Work”.

- (b) (i) In case tender of 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 of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or
- Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or
- One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.

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

for each component can also be considered for fulfilment of technical eligibility criteria.

- (b) (ii) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard

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

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfil 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 of Item 6.1 above: -

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.

6.2 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-C (Enclosed)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet

NOTE:- *Balance sheet for the 4th previous year (i.e., FY 2022-23 or as applicable for the instance tender) as per para 10.2 of GCC-2022 and para 6.2 of the tender document shall be considered in evaluation of financial eligibility criteria only when it is clearly certified in Annexure-VI-B or a self-declared certificate duly signed by chartered accountant and the tenderer that the balance sheet of last financial year (i.e., FY 2025-26 or as applicable for the instance tender) has not been audited/yet to be prepared*

- 6.3 **Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as in Annexure- VI of IRGCC 2022 **(Updated vide ACS 11)**.
- 6.4 **No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.**
- 6.5 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 authorised by RBI to do so for the relevant date or immediately previous date for which rates have been published Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

Explanation for clause 6 including clause 6.1 to 6.5 - Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment 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 fulfilment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if

paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. In case a work is considered similar in nature for fulfilment 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.

7. 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 North Central 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 etc 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) 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 -D shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he 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 thereunder.
- (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 up to **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 up to **two years**.
8. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
9. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the North Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).
10. Following document shall 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/ HUF 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 other documents in terms of explanatory notes in clause 10 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.

(iii) All other documents in terms of explanatory notes in clause 10 of GCC 2022.

(c) Partnership Firm:

(i) The tenderer shall submit all documents as mentioned in clause 18 of GCC 2022 of the Tender Form (Second Sheet).

(d) Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 17 of GCC 2022 of the Tender Form (Second Sheet).

(e) Company registered under Companies Act 2013:

(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms of explanatory notes in clause 10 of GCC 2022.

(f) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

(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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 of GCC 2022.

(g) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of the 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 explanatory notes in clause 10 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 / Partnership firm etc. 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.

11. 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, 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 powers of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

12.0 BID SECURITY (Updated vide ACS 11): -

- (1)(a) The tenderer shall be required to submit the Bid Security deposit 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 (EMD)
For All works	2% of the estimated cost of the work.

- (i) The tender must be accompanied by Bid Security deposited in cash through e-payment gateway or as mentioned in the tender document, failing which the tender will not be considered. The bid security shall be rounded off to the nearest Rs. 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 deposit detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above bid security deposit 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 clause (a) above will be retained as part security for the due and faithful fulfilment 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 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-B and shall be valid for a period of 90 days beyond the bid validity period.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e., excluding the last date of submission of bids)
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the 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
 - ix. **Non submission of details as per Annexure B (attached) shall lead to summarily rejection of bid.**
- (4) **The Tenderer(s) shall keep the offer open for a minimum period of 60 days** from the date of opening of the Tender. Should the tenderer fail to observe or comply with the forgoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation shall be forfeited to the Railway without prejudice to any other rights or remedies.

12.4 Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained /encased by the Railways as part of security for the due and faithful fulfilment 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.

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

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

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

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

13.0 Performance Guarantee (P.G.): -

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that contract. 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.

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the

original contract value and Additional Performance Guarantee as per clause 13 (h) of tender document and 16(4)(h) of IR GCC 2022 (Updated up to ACS 11) in any of the following forms

- (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 all Scheduled 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.

(xii) Insurance Surety Bond as per **Annexure-E. (As per ACS 11)**

Note: In Case of extension of date of completion, selected bidder needs to submit extended Insurance surety bond/ Fresh Insurance surety Bond/ Fresh performance security, in any form as given above, before expiry of existing insurance Surety Bond

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

- (b) 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 up to 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.
- (c) 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.
- (d) The value of PG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways
- (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 in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

Bid quoted in % of Advertised Cost	Additional Performance Guarantee (%)
Below 0% to 5% (Inclusive)	NIL
Below 5%	5%

14.0 Extension of Time in Contracts:

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

- (i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best

endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

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

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

14.0 (b) Clause 17-B: -

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

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

Provided further, that if the Railway is not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

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

14.1 Price Variation Clause (PVC): - (Applicable in this tender)

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

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

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

14.3 Validity:

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

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

- 14.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.
- 14.5 No price variation shall be admissible for fixed components.
- 14.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

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

3B Item(s) for supply of Steel

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

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

4 Tunneling Works (With explosives)

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E4B
Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of steel
4EItem(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E6B
Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel.
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel.

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E8B
Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel8E
Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

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

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

$$(i) \quad L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

$$(viii) \quad T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$

$$(ix) \quad R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$

$$(x) \quad N = [(P_T - P_O) / P_O] \times 85$$

$$(xi) \quad I = [(I_T - I_O) / I_O] \times 85$$

$$(xii) \quad G = [(M_Q - M_B) / M_B] \times 85$$

$$(xiii) \quad Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

L Amount of price variation in Labour

M Amount of price variation in Materials

F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM Amount of price variation in Plant, Machinery and Spares

S Amount of price variation in Steel Supply Item

C Amount of price variation in Cement Supply Item

T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)

R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)

N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill (s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s) M _C % of Material Component in the item(s) F _C % of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s) S _C % of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

- F_B The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
- F_Q The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
- E_B Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
- E_Q Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PM_B Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
- PM_Q Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
- S_B The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- S_Q The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- C_B Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- C_Q No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- R_T IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
- R_O IEEMA price index for Steel Blooms (size 150mmx150 mm) for the month which is one month prior to date of opening of tender.
- P_T IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- P_O IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material

- Z₀ IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I_T RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
- I₀ RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

14.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 14.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

14.9(1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SN	Classification	Rates to be used for calculating SQ or SB
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia. TMT & 25mm dia. TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”
3.	All types and sizes of plates	Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

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

(3).

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

14.10 Price Variation during Extended Period of Contract

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

- In case the indices increase above the indices applicable to the last month of original completion period or the extended period under **Clause 17-A**, the price adjustment for the period of extension granted under **Clause 17-B** shall be limited to the amount payable as

per the Indices applicable to the last month of the original completion period or the extended period under **Clause 17-A** of the Standard General Conditions of Contract; as the case may be.

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

15.0 VARIATIONS IN EXTENT OF CONTRACT

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

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

15.2(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

- (a) (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (b) (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates-
- (c) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (d) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

- (e) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (f) Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - (i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (iv) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR), the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

16.0 Rights of the Railway to deal with tender:

- 16.1 The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- 16.2 The competent authority of Railway for the acceptance of the tender reserves the right to divide the tender amongst more than one tenderer, if deemed necessary.
- 16.3 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.
- 16.4 If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as

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

17.0 Execution of the Contract Documents:

17.1 The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager/ Senior Divisional Engineer/North Central Railway, Prayagraj for carrying out the work.

17.2 In the event of any tenderer whose tender is accepted shall refuse to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and to recover the damages for such default

18.0 Partnership deeds, Power of Attorney etc.

18.1 The tenderers should submit the constitution of their firm and the Power of Attorney, if any. They are also required to disclose whether they are carrying on business as individual, as sole proprietor or in the partnership consisting of several named partners or as a company incorporated under companies Act.

18.2 The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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 extension 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.

18.3 The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by 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 submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign **"No Claim Certificate"** and refer all or any disputes to arbitration.

18.4 The cancellation of any documents such as Power of Attorney, Partnership deed, etc. should be forthwith communicated by the contractor to the Railway Administration in writing, failing which the Railway Administration shall have no responsibility or liability for any action taken on the strength of the said documents.

18.5 If the contractor's firm is dissolved on account of death or retirement of any partner or for any other reason whatsoever before fully completing the whole work or any part of it undertaken by the principal agreement, the partner shall remain jointly, severally and personally liable to complete the work to the satisfaction of the Railway due to such dissolution.

19.0 Employment/Partnership, etc. of Retired Railway Employees: -

(a) Should a tenderer

(i) be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the Engineering department of any of the railways owned and administered by the President of India for the time being,

(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

(iv) 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 19.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.

or should a tenderer being partnership firm have as one of its partners a retired engineer or a retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or a Director as the case may be, or to take the employment under the contractor, 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. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case be, shall be rejected.

- (b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of a partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in Gazetted capacity in the Engineering Department of the North Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

20.0 Wages to labour and action in case of default of contractor to payment of wages:

20.1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 & 55 of Indian Railways General Condition of contract (GCC 2022). In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in Contractor shall register his firm / company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / up dation of portal shall be done as under:

- (i) Contractor shall apply for onetime registration of his company / firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (ii) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

- (iii) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOAO / Contract Agreements on the Shramik kalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (iv) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- (v) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.

20.2 While processing payment of any **“On Account Bill”** or **“Final Bill”** or release of “Advances” or “Performance Guarantee / Security Deposit”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in tillMonth.....Year”.

20.3 The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

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

20.4 Provisions of Payments of Wages Act:

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection

with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

20.5 Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- (1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.
- (3) The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

20.6 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952",

wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

20.7 Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:

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

20.8 Provision of Mines Act:

The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

Note: *All Provisions pertaining to labours engaged on contract works shall be applicable as per clause no 54 to 60 of General Condition of Contract & as amended from time to time.*

21.0 The contractors are required to produce licenses as enjoined in the Government of India Contract Labour Regulations and Abolition Act, 1970. They shall not be allowed to undertake or execute any work through contract labour except under and in accordance with license issued under the stipulated Act in that behalf by the authorized licensing officer.

22.0 The contractors shall thoroughly familiarize themselves with provisions of the Contract Labour Act-1970 and Contract Labour Central Rules, 1971 and submit a certificate to the Senior Executive Engineer/Divisional Engineer/ADEN Incharge of the work indicating whether the provisions of said act and rules are applicable to him/them.

23.0 The contractor(s) shall observe all the formalities, perform all the acts and abide by all the provisions contained in the Contract Labour Act-1970 and Contract Labour Central Rules, 1971 which in addition to other stipulations provides that: -

- (a) The contractor(s) shall obtain license(s) from appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with the original to the ADEN/DEN, which will be returned to the contractor after verification. Similar action will be taken by the contractor(s) at the time of renewal of license(s).
- (b) The contractor(s) shall provide rest rooms, canteens, latrines, urinals, washing facilities and first aid facilities strictly in accordance with the provisions of Section 40 to 62 of the Contract Labour Central Rules-1971. If these facilities are not provided by the contractor(s), the same may be provided by the Railway and amount incurred /spent for the same will be debited to the contractor(s).
- (c) The contractor(s) shall pay wages to his/their labour in a manner laid down in the Section-63 of the Contract Labour Central Rules, 1971 in the presence of Sr. Divisional Engineer//DEN or his authorized representative.

- (d) The contractor(s) shall keep and maintain necessary register or record, issue employment cards, service certificates and display notice in accordance with the Section-75 to 82 the Contract Labour Central Rules-1971.

24. In case in which by virtue of Section-20(2) & 21(4) of the Contract Labour (Regulation and Abolition) Act-1970, Railway is obliged to provide amenities and/or pay wages to labour employed by the contractor directly or through petty contractor or sole contractor under this contract then the contractor(s) shall indemnify the Railway fully and the Railway shall be entitled to recover from the contractor, the expenditure incurred by the Railway on provision of the said amenities. The decision of Engineer shall be final and binding on the contractor.

25. Settlement of claims for compensation on Accident:

In case of contractor's employees, payment of compensation to the family of victims who die or become permanently disabled while carrying out hazardous jobs at the sites or places within Government premises due to unforeseen process in connection with activity shall be made by the contractor in accordance with guidelines issued vide Railway Board's letter No. 2016/CE-I/Misc/12/compensation dated 05.11.2018. Any compensation paid under these guidelines shall be recoverable from such concerned person, agency or firm from their bills/pending dues in that contract or any other contract on Indian Railways or any other Government organization.

26. Deployment of Qualified Engineers at Work Sites by the Contractor:

1. The Contractor shall also employ qualified Graduate Engineer or equivalent, or qualified Diploma Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
2. In case the Contractor fails to employ the Engineer, as aforesaid in Para-1, he shall be liable to pay liquidated damages at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period.
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: - *In terms of provisions of clause 26A.1 of the General Conditions of Contract (GCC) & as amended from time to time, contractor shall also employ following Qualified Engineers during execution of the allotted work: (Rly. Bd's letter No. 2012/CE-I/0/20 dt. 10.05.2013)*

- (i) One qualified graduate engineer when the cost of the work to be executed is Rs.200 Lakh and above.
- (ii) One qualified Diploma holder when the cost of the work to be executed is more than Rs.25 Lakhs but less than Rs.200 Lakhs.

Further, in case the contractor fails to employ the qualified engineer, as aforesaid in para (i) & (ii) above, in terms of provisions of Clause 26A.2 of the General Condition of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25000 for each month or part thereof for the default period for the provisions, as contained in para (i) & (ii) above respectively.

27. Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above However, for the works contract tenders, if

it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer.

28. An exhaustive list of Branded materials to be used in this contract is enclosed in Tender Document.

for DRM / NCR / PRYJ

I agree to abide by the terms and conditions mentioned above (Para 1 to 28) as well as General conditions of contract 2022 printed / advance correction slips (up to date of opening of tender) and Standard Specification of North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender.

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

I..... (Name and designation) ** appointed as the attorney/authorised signatory of the tenderer (including its constituents),
 M/s(hereinafter called the tenderer) for the purpose of
 the Tender documents for the work of
as per the tender
 No.....of (.....Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

This certificate is to be given by each member of JV or Partners of Partnership firm/LLP etc.

(Bid Security)

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

Name of the Bank: -----

President of India, Acting through

Sr. DEN/IV/PRYJ,

North Central Railway.

Beneficiary: - Sr. DFM/PRYJ, North Central Railway

Date: -.....

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through Sr. DEN/IV/PRYJ, DRM Office, (*Designation & address of Contract Signing Authority*), North Central Railway, Prayagraj (hereinafter called "The Railway") having invited the bid for

Name of Work: -
.....

_through Notice inviting tender (NIT) No., We have been informed that . . . [*Insert name of the Bidder*] (hereinafter called "**the Bidder**") intends to submit its bid (hereinafter called "the Bid").

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank

notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from..... *[insert date of issue]* till *[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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



Reference Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT,

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No _____

(Seal)

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

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

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

SEAL AND SIGNATURE OF THE
CONSTITUENT FIRM CONSTITUENT PARTNER

Place: -

Dated: -

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through.....,

Railway.

Date Surety Bond No:

Issue Date: -

Amount of Bond: (Designation

Amount of Bond:

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

AND

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

SB No:

Date:

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

- 1) KNOW ALL MEN by these present that I/We, the undersigned(Insert Name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of Rs.....(Rupees (Words).....) as above stated.
- 2) The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

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

Notwithstanding anything to the contrary contained in these presents

- a) Our liability under this Surety Bond shall not exceed Rs.....
(Rupees.....Only).
- b) This Surety Bond shall be valid up to (being the date of expiry).
- c) Unless the bank is served a written claim or demand on or before (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Datedthe dayof 2025.

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

Place.....

Bank's Seal and authorized signature(s).....

Name in Block letters.....

Designation with Code No.....

P/Attorney No.....

Witness:

1.

2.

.....

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

Office of----

----Railway

Dated _

No. _

The PFA/ Sr. DFM/ Dy. FA

HQ/Division/Workshop/Cost

Sub: Opening of LC

Ref: Supply Order/ Contract Agreement No.

•••

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

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

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

(Signature of authorized Railway authority)

Name

Designation

Official Seal

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No. _____ Dated _____

(ii) Inland Letter of Credit No. _____ Dated _____

This document is issued against contract No. ----- (FROM IREPS) ----- dated----- for supply/ work of----

DESCRIPTION OF GOODS/ WORKS FROM IREPS) -----

The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND VENDOR CODE) ... (Vendor Code... as per IRPES...) is entitled to receive payment aggregating INR..... (FROM ABSTRACT OF BILL PASSED)out of a total LC amount of INR... (FROM MASTER TABLE OF LC

OPENED) against the first/second*commercial Invoice No. (FROM IPAS) _____ dated

____FROM IPAS____ for INR (FROM IPAS) ----- raised against the above contract from State Bank of India----- (branch- FROM LC MASTER TABLE) ---on the strength of this Certificate.

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

S.No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: - _____

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorized Railway authority)
Name
Designation
Official Seal

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

For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the Present tender.

The available bid capacity shall be calculated as under:

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

Where,

- A =** Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.
- N=** Number of years prescribed for completion of work for which bids has been invited.
- B =** Existing commitments and balance amount of ongoing works with tenderer as per the prescribed Performa of railway for statement of all works in progress and also the work which are awarded to tenderer but yet not started up to 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 (Annexure H Attached), for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to 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 Performa 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 up to 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.

.....

NORTH CENTRAL RAILWAY

List of Work in hand of M/s.....

Up to the date of inviting the tender.

S. No.	Name of Work	Contract Awarding Authority	Agreement No. & Date	Agreement Cost. (Rs.)	Date of Commencement of Work	Date of completion as per Agreement	Work Done & Payment Taken (Rs.)	Balance Work Yet to be done 'B' in (Rs.)

(Note: - Content of this certificate shall be certified by Chartered accountant)

SEAL AND SIGNATURE
OF THE BIDDER

(Signature of Chartered Accountant)

Name of CA: - _____

Registration No: - _____

(Seal of CA)

ADDITIONAL INSTRUCTIONS TO TENDERERS

1. These special conditions and the clauses of Instructions to tenderers and the stipulation made in the 'Standard Schedule of Rate' shall govern the work done under this contract in addition to and/or in part supersession of the '**General conditions of Contract, Regulations and Instructions for Tenderers and Standard form of Contract-2022** and Standard Specification for Material and Works of **CPWD specifications 2023 Vol I & II**. Where there is any conflict between Instructions of schedule of items on the one hand and General Conditions of Contract Regulations and Instructions for Tenderers and Standard Specifications on the other the former shall prevail.

Any special condition/conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent which, have been expressly accepted by the Railway.

2. The contractors shall be responsible for the arrangements to obtain supply of water necessary for the works at their own expenses. In case where the water is supplied by the Railway, recoveries will be regulated as under: -

WATER SUPPLY FROM THE RAILWAY SYSTEM: At the request of the contractor(s) the Railway may supply part the whole of the quantity of water required by the contractor(s) for the execution of works from the Railway's existing water supply at or near the site of work as may be convenient to the Railway in the following terms and conditions.

(a) FROM PIPED WATER SUPPLY: If water is supplied from the existing piped water supply system, a charge on this account will be made at the rate of 1% on the amount of bills pertaining to the items on which water has been used. If pipe line/lines in addition to those already existing are asked for by the contractor(s), the cost of the same and all charges incurred in laying including supervision and departmental charges laviabale under the extent rules for deposit works will also be payable by the contractor(s) or alternatively the contractor(s) may provide and lay his/their own pipe line(s) after obtaining written permission from the Engineer, who may at his/her discretion decline to grant such a permission.

(b) WATER SUPPLY FROM RAILWAY WELLS AND/OR RAILWAY HAND PUMPS: Where there is no piped water supply arrangement with the railway, it may at the request of the contractor allow the use of Railway hand pumps and/or wells constructed by the Railway free of charge, provided the contractor shall not be entitled to any compensation for stoppage of work and his having to make other alternative arrangement in case the Engineer concerned finds it necessary in the interest of the Railway to cancel the permission so granted to the contractor.

(c) The Railway administration shall not guarantee adequate or regular supply of water from its water supply system i.e., either from piped water supply or from hand pumps and/or open wells. The Railway shall also reserve the right to refuse permission to the use of water

from its water supply system and/or call upon the contractor to stop making use of Railway water at any time by giving 3 day's notice to the contractor if it is considered necessary in the interest of the Railway by the Engineer or his/her representative, in which case the contractor(s) will have to make his arrangement for sufficient water for proper execution of work. The contractor shall not be entitled to any compensation for interruptions or failure or inadequacy of water supply and also in the event of withdrawal of permission for use of water from Railway sources.

(d) Arrangement in sub-Para (b) of para 2 shall not ordinarily be permitted except when permission to make use of Railway piped water supply system is refused by the Railway.

3. The contractor must make his own arrangement for the supply of good drinking water to the workmen employed under him in connection with this work.
4. The material(s) to be supplied by the contractor should conform to the **CPWD specifications 2023 Vol I & II**. Before the materials are used in work(s) they should be passed by the Engineer-in-charge at the sites of delivery and his/her decision would be conclusive and binding on the contractor should any materials be found not according to the Standard Specifications. The contractor shall immediately remove such materials from the Railway premises at his own cost. In the event of the contractor failing to do so the Engineer may ensure it to be removed and all costs of such removal shall be payable on demand by the contractor to the Railway.
5. No Railway pass or concessional travel facilities will be given to the contractor or his agents and labourers for execution of the work(s) nor any concession will be allowed for transport or materials by the Railway required for execution of work(s).
6. The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the work. They shall also cover the assembling and erection of the work and making down of all sheltering of the formwork.
7. The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor.
8. The rate for any item of work not appearing in the schedule of rate, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work involved. Any work, for which no rate has been provided for in the schedule of rate, should NOT be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor.
9. The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).

10. The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
11. In case of doubt as regard to any particulars instructions or ambiguities in the plans, the decision of the Sr. Divisional Engineer shall be final and binding on the contractor(s).
12. The item numbers, description, units and rates given in the schedule of work order are based on the **Indian Railway Unified Standard Schedule of Rates 2021 CPWD specifications 2023 Vol I & II** corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).
13. The contractor shall also provide at his own cost reference pillars for setting out the work as considered necessary by Engineer In-Charge for the proper layout and execution of the work. No charges whatsoever shall be paid by the Railway for either making these pillars or for materials required for these pillars. It will be sole and absolute discretion of the Engineer-in-charge at site to decide the number(s) and type(s) and height of pillars to be provided and his/her decision will be final, conclusive and binding on the contractor(s).
14. The rates for any other item(s) of works not included in the Schedule of Items and Schedule of Rates, which the contractor(s) may be called upon to do shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these works and the contractor(s) shall have no claim for loss or damage on this account.
15. The Railway Administration will not be responsible to grant/arrange the permit for deploying truck or for supply of petrol Motor vehicles for transporting materials. Applications of contractors for these will simply be forwarded to the authorities concerned for disposal.
16. The contractor shall satisfactorily **maintain entire work** completed by him for the **period of 06 months** commencing from the date of completion as certified by the engineer in charge.
He /they shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Divisional Engineer/DEN. The Security deposit may be refunded after 06 (Six) months for the date of completion of work, subject to satisfactory completion of the work, maintenance period of works, issue of the completion certificate issued by ADEN/DEN, No claim Certificate by Contractor and No Dues Certificate by Engineer in Charge.
17. The expressions General Manager, Chief Engineer wherever showing in the **General Conditions of Contract and CPWD specifications 2023 Vol I & II** shall be read as and

deemed to have been substituted by the corresponding officers of the North Central Railway Administration who will be designated as such by the Administration.

18. Save as otherwise provided in the contract, all notices to be given on behalf of the President of India and all others acting to be taken on his behalf by the Divl. Railway Manager/ Sr. Divisional Engineer/Divisional Engineer / N. C. Rly. /Prayagraj.
19. The conditions of contract under which the contract is to be performed by the contractor(s) shall include the following.
 - (i) The additional instructions to tenderers.
 - (ii) **General conditions of contract 2022 and Standard Specifications CPWD specifications 2023 Vol I & II.**
 - (iii) Special Conditions of Contract.

In case of any inconsistency in that respect item (iii) will prevail over item (i) and (ii).

20. If any material is supplied to the contractor by the railway at his request for any item of work for which labour and materials rates have been accepted, the issue of such material(s) will be treated as a sale outside the contract and the recovery on account of material(s) supplied will be made in accordance with code Rule 1430(b) which provides for recovery either at the market rate prevailing at the time of supplying to be specified by the Divisional office or the issue rate whichever is higher plus prescribed percentage charged on account of freight and supervision charges. No carriage or incidental charges will be borne by the Rly. The contractor cannot however claim the issue of such materials by the Railway in accordance with this contract, if he is required to arrange such material(s) himself.
21. (i) Railway material like cement and steel, if required to be supplied as per agreement, will be supplied by the Railway at the IOW's Godown. No extra lead, handling etc will be paid for transportation of these materials to the site of work. Tenderers may take this into consideration while quoting the rates.

(ii) In case cement or steel is to be issued to the contractor either free of cost or on cost to be recovered for use on the work, the supply thereof shall be limited to the quantity/quantities calculated by the Railway according to the prescribed specification and approved drawing(s) as per agreement. The cement and steel issued in excess of the requirement as above shall be returned by the contractor to the railway in perfectly good condition immediately after completion or determination of the contract. If contractor fails to return the said stores, then such cement and steel issued in excess of the requirement as calculated by the Railway according to the specification and approved drawings will be recovered from contractor's due at twice the prevailing procurement cost at the time of last issue +5% freight only.

This will be without prejudice to the right of the Railway to take action against the contractor under the condition of contract for not completing the work according to prescribed specification and relevant drawings.

If it is discovered that the quantity of cement and steel use in the work is less than the quantity ascertained as herein before, the cost of cement/steel not so used shall be recovered from the contractor on the basis of above formula.

- (iii) Provision of above clause (i) and (ii) shall also be applicable to all other materials that may otherwise be supplied by the Railway. The excess materials shall be returned within a reasonable time, the reasonability of which shall be determined by the Divisional Engineer, after which the Railway will refuse to accept such unused materials and the cost thereof shall be recovered as given above.
 - (iv) If at any time material, which the contractor would normally have to arrange himself, if supplied by the Railway either at contractor's request or in order to prevent any delay in the execution of work due to contractors inability to make adequate timely arrangements for supply thereof or for any other reasons, recovery will be made from contractor's bill either at the market rate prevailing at the time of supply or the issue rate whichever is greater plus fixed departmental charges as stipulated from time to time. The contractor cannot however, claim as a matter of right the issue of such material by the Railway if he is required to arrange himself in accordance with the terms and condition of contract.
- 22. The contractor(s) will be responsible for storing cement at the site of work according to the condition of contract and standard specification.
 - 23. All works will be paid for at the tendered rates on the basis of actual measurements taken at site.
 - 24. On completion of the work all surplus Railway materials shall be removed and returned to Railway and stacked as directed including lead up to 100 mt. by the contractor free of cost. The surplus Cement steel and other items issued to the contractor however shall have to be returned to the Inspector of work Godown free of cost.
 - 23. 25The Railway shall not be responsible in any way for supply of rationed or non-rationed material for contractor's staff or any of the controlled items to the contractor or his labour and non-availability shall not be taken as excuse for any loss and consequently also for slow progress or for putting any claims whatsoever against the Railway. The contractor shall make his own arrangement of accommodation of his labour and staff and supply of water.
 - 26 The Railway shall also not be responsible for the supply of petrol to Motor vehicle for transportation either of those materials which are issued by the Railway and which will be required to be brought at site by the contractor or for his own materials. Application of the contractor in this regard will however, be forwarded to the authorities concerned for the disposal.
 - 27 For carriage of tools and plants free permit note will not be issued but the railway issue necessary authority certain with a view to give priority for booking only for cartage of tools and plants at the site of work and for the removal of tools and plants only after the completion of work at the direction of Divisional engineer. Freight, however, will be a borne

by the contractor and the same must be paid by him direct to the goods clerk or station master as the case may be at the time of booking.

- 28 No extra payment will be made for rounding of the corners at the junction of the floors, joints corners and parapet etc.
- 29 The plan and sites are subject to alterations to suit the local conditions as per requirement of the railway and the contractors will have no claim on account of the changes in plan and sites.
- 30 Doors and windows will have to be made strictly as on drawing and the contractors will also be required to provide necessary fittings and glasses as shown in the drawing. The various iron fittings as shown in the drawing will further be supplemented by iron fittings that are actually necessary for providing closing and locking of doors, windows and almirah etc.
- 31 The rates tendered for in the Schedule of Rates and accepted by the railways together with modifications and special conditions be based on which the work orders shall be issued. Work for only those items shall be provided which will be applicable to the work and the work orders shall be deemed to have been prepared and subject to the conditions as provided in the accepted tenders. Before starting the work, the contractor shall obtain proper work order. If the work is executed by the contractor without the order of authorization in writing as aforesaid the same shall be at his sole and absolute risk and responsibility and the railway is at liberty to refuse or accept any liability for such work.
- 32 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within seven days of the measurement taken by the Engineer as aforesaid and that any claim in more than seven days' time after taking of such measurements shall be deemed to have been waived by him.
33. The contractor will be required to arrange for all materials except those materials which will be supplied by the Railway.
- 34 Materials that will be used in the work should conform to the **"CPWD specifications 2023 Vol I & II"**. Samples of the same should be submitted to the Engineer In charge before arranging the supply. Approved samples will be kept in the custody of the ADEN/DEN concerned and all supply shall conform to accepted samples.
- 35 It should be clearly understood that the labour & materials rates in the schedule of rates include wastage and wash away either due to rains or storms or floods or any other cause whatsoever. They shall also include any clearing of Jungles dressing & levelling of surface etc. that may be necessary for stacking the materials at site of work prior to their being used on the work.
36. If only limited area is available at site of work, stacking of materials may be done at other place not far away from the site of work. In such case no extra lead or any other claim for carriage of materials to the site of work shall be entertained.

- 37 All materials carried by Rail shall be the responsibility of the contractor and no claim, whatsoever for non-supply of wagons or materials damaged or pilfered or lost in transit shall be entertained. The claim against the Railway as carriage shall be governed by the rules regarding carriage by the Rail of public materials. Directions is restricted, the Railway shall not in any way be liable to assist the contractor in obtaining the relaxation of any such restrictions for transporting the materials. Necessary recommendation for the movement of such materials for use in the work will be granted when necessary but no claim will be entertained on this account.
- 38 No leading unloading charges, lead, lift crossing of lines, handling and hand shunting of wagons and freight charges if any will be paid for his material to the contractors. Demurrage charges in the wagons, if any, shall be paid by the contractor and it would be his own obligation to unload the consignment and release the wagon within the time limit.
- 39 The contractor will have to make his own arrangement for roller and other machinery required by him in connection with executing of this work.
- 40 All brick work(s) unless otherwise instructed shall be done with **CPWD specifications 2023 Vol I & II.**
- 41 The contractor(s) shall not dig any pit within Railway land for extracting single or earth for mortar which must be arranged from outside for which no lead, lift or royalty will be paid.
- 42 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 Sr. Divl. Engineer/Divisional Engineer 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 Sr. Divl. Engineer/Divisional Engineer concerned from time to time.
- 43 No claim of any kind whatsoever shall be entertained if the execution of any item of the work is held up for want of approval of plans or designs or late supply of such materials to be arranged by the Railway.
44. All works shall be done strictly in accordance with the approved drawings/plans and deviation/departure shall be made by the contractor without the orders of Sr. Engineer/Divisional Engineer given to him in writing.
- 45 (a) The contractor shall be entirely responsible for all structural and any other damages to property and for injury caused by work to his workman, the persons, animals or things and shall indemnify the Railway in respect thereof.
- (b) Contractor shall be entirely responsible for all works carried out by him until it is finally taken over by the Railway and he will be liable to be called upon to make good any damage or loss which may occur to the building and work by inclemency of the weather floods etc. or due to any other cause(s) during the entire period until the work is taken over.

- 46 Where there is no Godown of the IOW, all such Rly. Material(s) will be handed over to the contractor at the Rly station building where quarters are to be constructed/work is to be executed and the contractor(s) will make his own arrangements for transporting them to the site of work. No lead, lift etc. from the station building to the site of works will be paid by Railway and the rates quoted for the work should include all such charges.
- 47 The contractor shall arrange his own plants such as concrete mixtures and vibratos for concrete etc.
- 48 The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.
- 49 No earth rubbish or refuse will be allowed to be dumped in the Railway area.
- 50 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within 7 days of the measurement taken by the Engineer as aforesaid and that any claim made after 7 days' time after taking such measurement shall be deemed to have been waived by him.
- 51 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.
- 52 At such of locations where contractor's road vehicles are permitted to ply adjacent to the running lines an experienced gang man shall be posted as flagman at the cost of the contractor to prevent accidents.
- 53 Settlement of the dispute pertaining to the above contract shall be dealt as per the relevant clauses of the General Condition of the Contract. Extract of the some of the relevant clauses of the general condition of Contract are enclosed in the tender document for ready reference.
- 54 The Divisional Railway Manager reserve to himself the right at any time after the acceptance of tender to keep back from the contract otherwise or by other agency for any portion of the work as he may think without assigning any reason.

For Divisional Railway Manager,
North Central Railway, Prayagraj

I agree to abide by the terms and conditions mentioned as Clause 1 to 54 above as well as the General Conditions of Contract and Standard 2022 and **CPWD specifications 2023 Vol I & II**

including all the amendments issued by Railway Administration from time to time up to the date of opening of tender/submission of negotiated offer.

For Divisional Railway Manager,
North Central Railway, Prayagraj

Part I: - SPECIAL CONDITION/SPECIFICATION

INSPECTION AND RECORDS

- 1.1 In general, the scope of inspections to be performed in this work shall include the following:

Identification, Examination, acceptance and laboratory testing of materials. Inspecting of beds and forms prior to concreting. Checking of dimensions of members, reinforcing steel, other incorporated material, openings, block out etc.

Continual inspection of batching, mixing, conveying, placing, compacting, finishing and curing of concrete. Preparation of concrete specimens for tests and performing of tests for slump, air content, cube strength etc. (destructive/non-destructive). General observation of casting site, equipment's, working conditions, weather and other items affecting product. Final inspection of finished member. Any other items requiring attention for ensuring quality of the work.

1.2 Inspection Register and Records

The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site by the Contractor/s -

(i) **Site Order Register**

The Contractor/s shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The Compliance shall be reported by the Contractor/s to the Engineer in good time so that it can be checked.

(ii) **Cement Register**

This register will be maintained to record daily receipt and issue of the cement duly indicating the balance quantity. The quantum of the work done for the cement issued on a particular date will also be maintained. Cement consumption record of concreting done by ready mix plant shall be maintained in separate register based on the cement quantity fed in the computerized batching plant according to cement quantity as in design mix of concrete. This shall be observed and checked by in charge SSE (W)'s representative for each batch thus SSE (W) in charge shall certify the cement consumption.

(iii) **Steel Register**

This register will record the receipts of steel items and details of reinforcements and members wherever steel is used.

- (iv) Aggregate and other materials register
(v) Labour Register

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

(vi) **Log book of events**

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

(vii) Inspection Register

An inspection register shall be maintained at the site of work by the Railway where to instructions regarding the work etc., shall be recorded by the Engineer or his executive subordinates. It is the liability of the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly, and comply with these instructions strictly, within reasonable time and without any delay.

(viii) Quality Control Register: This register will keep record of results of all tests carried out on materials and cubes.

(ix) Programme and Progress Register: - In this register bar chart of all activities showing resources will be prepared and progress of the same will be monitored.

(x) Registers at item (ii), (iii), (iv), (v) (vi), (vii), (viii) & (ix) will be signed by the representative of the Engineer and the contractor/s.

(xi) All pressure gauges, machines, equipment and other measuring equipment of the laboratory shall be got checked & calibrated regularly as directed by the engineer and necessary certificates furnished to the Engineer by the tenderer.

(xii) The testing of concrete cubes for work test and acceptance criteria shall conform to the provision of IRS concrete bridge code.

(xiii) Moreover measuring/ inspections kit should be invariably available at work site and all silent features pertaining to work and agency shall be displayed on notice board on camp site office and for important works 3D drawing shall be available with site in charge.

(xiv) Any other register considered necessary by the Engineer, shall be maintained at site in which the representative of the Engineer and the contractor will have to sign. The register Performa, charts etc. will be property of the Railway.

2. Construction Programme

2.1 The tenderer/s will submit along with his/their tender a Bar Chart indicating the various operations involved and time required for each operation and the program for execution and completion.

2.2 The successful tenderer within 15 days after the contract is awarded, will make out a detailed Chart with a detailed program chart based on accepted scheme and submit the same to Engineer for consideration and approval indicating various stages of execution, method of execution and completion of work in different stages keeping the period of completion in view. The above program shall be strictly adhered to.

2.3 The tenderer/s is/are required to adhere to a given program of work. In case there are slippages in adhering to the stipulated progress of work, Railway is free to take action as per the applicable clause of GCC-2022.

2.4 The contractor/s shall strictly adhere to the program framed by the Engineer or his representative taking into account of the stipulation such as availability of land and other site conditions so as to complete the work within the time allotted to the contractor/s.

2.5 The Contractor/s will have to employ manpower, machinery, material and all other resources in full strength commensurate with working areas available. He will also arrange

for materials and equipment's to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final.

- 2.6 In case of any dispute regarding the program of completion delay in execution, etc., for any reason whatsoever the decision of the Engineer-in-Charge shall be final and binding on the contractor/s. The contractor/s will not be entitled to any claim whatsoever on this account.
- 2.7 No concreting will be allowed till reinforcement and shuttering work are properly checked and okayed in writing by the Engineer's representative. The bar bending shall be done exactly as per the bar bending schedule of the approved Drawing.
- 2.8 All concreting to be done for work shall be mechanically mixed by use of concrete mixture and properly compacted by use of vibrator.
- 2.9 Contractor shall ensure one stretch concreting during one shift of concreting. Any rest/pauses such as for meals etc. should be adjusted accordingly with the consent of the Engineer representative.
- 2.10 Sequence of Work:
The contractor/s shall comply with the order of Engineer with regard to the sequence of tackling, progressing and programming activities of the work.
- 2.11 Method of Computing Volume of Masonry & Concrete:
Method of computing volume of concrete & masonry will be calculated by the mean area method or high piers prismatic formula as decided by the Engineer's representative.
- 2.12 Design Stipulation and Specifications:
Successful tenderer/s shall require/s to have relevant set of standard/Codes of Practice with latest amendments. The execution of work shall conform to these codes/standards. These shall be produced by Contractor/s on asking by Railway Administration at any time.

3. SAMPLING AND TESTING – PROVIDING SITE LAB FACILITIES

Contractor/s shall establish a field laboratory at site of work at his/their cost providing necessary facilities for performing routine type tests such as physical properties of cement, aggregate, water, physical properties of concrete, including its crushing strength to the satisfaction of the Engineer-in-Charge. He will also arrange for the testing of physical/chemical properties of reinforcement steel used by him from Govt. approved/Reputed test houses/Engg colleges to establish the quality of steel bars used. He/they shall ensure that equipment's are provided of latest specification and are in good working order and are got calibrated at the field laboratory. The Contractor/s shall get certain percentage of samples tested at other approved laboratories as may be directed by the Engineer-in-Charge as confirmatory tests without any extra cost at his/their own cost.

3.1 Site Lab

The contractor shall set up a site lab with minimum equipment listed below:

- i) IS sieve sets for sieve analysis for sand.
- ii) IS sieve set for sieve analysis of aggregate.
- iii) 15 X 15 X 15 Cms cubes minimum 15 nos.
- iv) Cubes for cement test of 7.09 X 7.09 Cm
- v) Vicate apparatus
- vi) Cube testing machine of minimum 100 T capacity
- vii) Slump test equipment for workability.
- viii) Apparatus for flakiness index.

3.2 The material testing laboratory shall be established at any one site with the testing apparatus for sieve analysis flakiness & test, workability of concrete and cube crushing strength at least. The concrete shall be tested accordingly in the laboratory for quality control of the concrete. All pressure Gauge, machines, equipment and other measuring equipment of the laboratory shall be got checked, calibrated regularly as directed by Engineer in charge.

4.0 QUALITY CONTROL

Ensuring the required standard of quality for this work is a must. The important factors to be ensured by the contractor in this connection are: -

Deputing of qualified personnel for/at all stage of construction.
 Testing and inspection of the various materials selected for use.
 Proper centering, staging and form work.
 Accurate stressing procedures.
 Proper control of dimensions and tolerances.
 Proper location of anchors.
 Proper proportioning and adequate mixing of concrete.
 Proper handling, placing and consolidation of concrete.
 Proper curing.
 Proper handling, storing, transporting and erection of members.
 Thorough documentation.

4.(a) To minimise the changes of deterioration of concrete from harmful chemical salts, the levels of such harmful salts in concrete coming from the concrete materials, that is cement, aggregates, water and admixtures, as well as by diffusion from the environments should be limited as per standards.

Alkali content in concrete should be restricted to 3 Kg/m³.

Initial temperature of the fresh concrete should be less than 32 degrees C.

4.(b) Prior to deciding on the source for procurement of constituents of concrete viz. fine and coarse aggregate, the contractor/s shall specifically assess the soluble chloride and sulphate contents of fine and coarse aggregate (at source) and their permissible limit shall be got approved by Engineer-in-charge. Regular checks as directed, shall also be carried out, not only at the source of supply (of such materials) but also prior to their use in the permanent works to ensure that the aggregates do not contain impurities exceeding the permissible limits. The various limits permissible for fine and coarse aggregate shall be as given below: -

4. (c) Requirement for aggregates:

	Fine	Coarse
(a) Chloride Content (CL)	- 0.04% by Wt. - (Acid soluble)	0.02% by Wt. (Acid soluble)
(b) Sulphate content (SO ₃) Max.	- 0.4% by Wt. - (Acid soluble)	0.4% by Wt. (Acid soluble)
(c) Particle grading (Fineness Modules)	- 2.6 to 2.9	
(d) Abrasion resistance (LOSANGELES MACHINE)	- Max.40% loss of weight.	
(e) Particles less than 75 micron - Max.	- 3% by Wt.	1% by Wt.

However, the final decision of acceptance/selection of aggregates to be used for permanent works shall lie with Railway.

4(d) Concreting

Proper detailing of reinforcement is essential as any cracking caused by defective detailing of reinforcement accelerates corrosion. Importance shall be given to ensure proper drainage, water proofing of the surface with protective coating is necessary.

The contractor shall make necessary arrangement for clearing and removing rust, etc. from reinforcement before the material are put to actual use.

4.(e) Binding Wire

All ends of binding wire shall be carefully turned inwards so that they do not project out of concrete to start rusting action. Annealed wires shall only be used as binding wire.

5. Reinforcement:

Before concreting the RCC work, the Contractor's must sign the records of reinforcement used therein maintained by the Engineer's representative failing which he/they will have to accept the Railway figures as per record maintained by the Engineer or his representative. Any loose mill scale or loose or scaly rust must be completely removed before the reinforcement is placed in position. Sufficient number of concrete cover blocks of size equal to minimum cover specified in drawing shall be provided before placing the reinforcement in position.

Quantity of reinforcement as required for the work will not be a matter of dispute for RCC work and no extra payment shall be made for using higher reinforcement will be admissible over basic RCC rate.

- (i) Shuttering shall be of, steel plates stiffened by steel angles, planks used. The edges of the plank sand top surface will be plain to ensure butting of the planks and a through smooth top surface. The shuttering shall be supported properly and cross-braced together so as to make the formwork rigid.
- (ii) The formwork shall confirm to the shape lines and dimensions shown in the plans. It shall be sufficient rigid and strong to maintain correct shape of the member during deposition of concrete.

- (iii) It shall be the responsibility of the contractor to clean the reinforcement bars if they are coated with light rust or impurities.
- (iv) The rate for reinforced cement concrete includes straightening and uncoiling of rolls of reinforcement. No extra payment for straightening and/or uncoiling of rolls for reinforcement shall be payable by the railways.
- (v) Binding wire of approved quality shall be arranged by the contractor himself and the rates quoted for RCC work include the cost of binding wire and the process of binding etc. No welding of reinforcement will be permitted except in special circumstances under the written approval of the Engineer.

6. Centering & Shuttering:

- i) The Contractor shall provide only approved type of form work preferably of steel and the same shall be got approved by the Railway before use in work.
- ii) Centering and shuttering for all major RCC & CC work, the contractors are required to design the shuttering and centering properly and submit his design with drawings for approval of Engineer. No concreting will be done unless such drawings have been approved by the Engineer.
- iii) All the joints between different shuttering plate and concrete surface shall be made water tight by application of sponge, compressible gaskets or any other materials approved by Railway.
- iv) Form work pattern provided shall be to the satisfaction of Engineer in charge. No claim will be entertained on this account.

7.0 Construction Joint:

No extra payment will be made for providing gaps construction joints between old and new masonry.

The contractor/s is/are to take every care and precaution so as not to disturb the existing bridge in any way whatsoever while carrying out construction of the bridge.

Surplus excavated earth from bridge foundations will be deposited behind the abutments. No payment will be admissible for this. The surplus excavated earth than black cotton soil will be deducted from payable quantity of earth work in the bridge approaches.

The bridge work includes dry rubble filling behind the abutments, wings and the return walls and drystone pitching in the floor and slope of bank. The contractor should carry out the back filling behind bridge abutment, wings and return walls and pitching with Railway stones only wherever available. The contractor will be paid for such work under USSOR item for his own rubble and under USSOR item for the stone supplied by Railway which may be from

- a) Filling behind the wing wall etc
- b) Excavated material from foundation

Payment will be made by taking the mean of the top and bottom area of rubble filling multiplied mean height taken at junction of existing and new bridge junction abutment and return and at the end return.

The rate quoted by the Contractor/s shall be deemed to include provision of bunks, approach road to the site of work etc. and such other works, necessary for setting out and execution of works in different phases as ordered by the Engineer and/or his representative.

No Extra payment shall be made for such works or any other phase works carried out which are necessary for satisfactory execution of work.

Any timbering work required to be done for retaining earth during excavation of foundations will have to be arranged by the Contractor.

The contractor shall be responsible for the maintenance of bench mark in his jurisdiction of work during course of execution under guidance of Engineer's in charge.

While excavating the foundation, the contractor shall ensure that no damage is caused to underground sewer line pipes cables etc. He should also ensure the stability of the adjoining lines, building roads etc damage to any of the underground service or any adjoining structures if caused during the course of work shall be fully made good by the contractor at his own cost.

8. Form work and False Work:

8.1 Form work and false work are very important for all concrete structures in question for these have influence on shape strength and durability of the structures. For this reason, details must be correctly designed and installed. The design of the form work shall take account of the required surface conditions (appearance, compatibility with the required finish). The form work and false work together must provide safe working conditions. Safe access must be provided using additional scaffolding as necessary. The drawing of form work shall be got approved by Railway.

8.2 The form work shall be mortar tight and of sound materials. It shall be sufficiently strong and rigid to resist, force caused by vibration and incidental loads associated with it.

8.3 The shuttering for RCC work shall be preferably clean surface plain steel shutter. The shuttering should be free of undulation and sides should not be warped. The screw and bolts arrangement should secure the shuttering in position. If wooden forms are used, they shall be invariably piled with non-staining mineral oil. Preferably steel plated ply wood shuttering should be used for exposed concrete surfaces.

8.4 If at any stage of the work, during or after pouring the concrete in the structure the work is found defective such concrete shall be removed and work redone with fresh concrete with adequate rigid form work at the cost of contractor. The contractor shall also be liable to pay for the cement used in cement concrete thus dismantled. If at any stage of work during or after placing concrete in the structure the form work sags or bulges out beyond the required shape of the structure, the concrete shall be removed and the work redone with fresh concrete with adequately rigid form work at the cost of the contractor (details of shuttering and centering shall be subject to the approval of the Engineer-in-charge). The complete formwork shall be inspected and approved by the Engineer-in-charge before the reinforcement bars are placed in position.

9. Removal of Rejected Material

9.1 Any filling materials (including stone), which are rejected by the Engineer for any reason before or after placing, shall be re-excavated and removed from site at the contractor's expenses.

9.2 Rate quoted by the tenderer shall be deemed to include the work Mass CC/RCC to all depth and lifts above/below Ground level.

All the surplus earth excavated for slope of the RUB shall be utilized by the contractor for raising up the approach banks on either side of the bridges irrespective of lead or lift involved and dressed to the exact profile in layers duly watered and reamed directed by the Engineer for which no extra payment shall be made.

9.3 Before the earth work is started by the contractor the ground between the lines where filling/ excavation is to be done shall be cleared of all trees, along with their roots, sturbs, heavy grass and under growth of every kind. None of the items of the work mentioned in this Para will entitled the contractors additional payment. The toe of the bank/ cutting shall not be allowed to be cut.

9.4 The contractor shall before handing over the works or any part thereof to the railway; dismantle and remove all temporary works and temporary materials but such removal shall not be effected without the previous written approval of the engineer and the contractor shall comply with the directions; if any given by him as the method of removal and/or disposal

9.5. The extra and excess material, waste material and debris shall be removed from the location of construction from time to time. The site shall be cleared and cleaned completely after completion of the work.

10. PLACING CONCRETE.

10.1 The method of placing and workability of concrete shall be such that continuous monolithic concrete shaft for the full cross section shall be formed.

The concrete shall be placed without such interruption as would allow the previously placed batch to have hardened. The method of placing shall be got approved by the Engineer.

10.2 The contractor shall take all precaution in the design of the mix and placing of concrete to avoid arching of the concrete in the casting. No spoil, liquid or other foreign material shall be allowed to contaminate the concrete. Concrete shall be ensured of proper compaction with vibrator and no honey combing be encountered on removal of the shutting.

10.3 The concrete shall be mixed properly in mechanical mixer and shall be of plastic consistency. The proper consistency shall be determined by the Engineer-in-charge by a slump test, which shall be carried out by the contractor. Concreting shall be commenced only after the engineer-in-charge has inspected the shuttering and placement reinforcement and passed the same. Cost of mould, labour, tools and plants etc. for the slump tests on concrete shall be borne by the contractor.

- 10.4 The exposed concrete shall be compacted immediately after placing. When it is to be jointed with the same masonry walls, it shall be properly roughed immediately after the shuttering is removed. The reinforcement steel shall be placed above ground level at least one feet height and cement slurry coating shall be done all over the surface of steel.

11. REINFORCEMENT AND COVER

Reinforcement for the girders shall consist of deformed M.S. Bars or M.S. Bars (IS: 226, IS: 1139, IS: 432, IS: 1786). The reinforcement cage for the girder shall be tack welded at adequate number of places as may be directed to ensure the rigidity of the reinforcement cage in order to prevent distortion during placement of concrete, fixing cables, sheathing handling etc. The minimum cover over the reinforcement shall conform to IS: 456 conforming to exposure gradation "SEVERE". The reinforcement will be coated to protect against corrosion as per IS Code 13620(1993).

Concrete cover shall be provided as follows: -

i) Minimum concrete cover to the outside of the cable sheathing	}	75 mm
ii) Minimum concrete cover for all un-tensioned reinforcement (including links).	}	40 mm
iii) Minimum concrete cover for deck slab reinforcement.	}	40 mm
iv) Minimum concrete cover for non-structural items above deck slab such as foot-path slabs, etc.	}	25 mm

Tenderer/s shall take steps to ensure good workmanship on site, with particular regard to constituents of the min. cover, compaction and curing. Great emphasis is laid on these for achieving durability.

Only High Tensile steel of guaranteed U.T.S. shall be used. Quality, storage, transportation and use of high tensile steel wires/strands must conform to relevant I.S. Codes.

Cutting: All cutting to length and trimming of ends shall be done by suitable mechanical or flame cutters. When a flame cutter is used, care shall be taken to ensure that the flame does not come in contact with other stressed steel.

12. Curing of RCC/CC Work:

Contractor will have to make sufficient arrangement for water required for curing purpose. However, all the vertical surfaces and bottom exposed surface of concrete/mortars will have to be cured by application of curing compound as per the direction of site Engineer in charge of work and nothing extra shall be paid for this.

Contractor shall have to submit the test results from a reputed Engineering college/laboratory regarding efficiency of the curing compound and the curing compound shall be allowed to be used only after obtaining written approval of Engineer in charge of work.

Approximate coverage of about 4 m. square litre will be required for the concrete surface to be cured. In order to ensure a continuous impervious membrane, it would be necessary to apply two coats of curing compound by moving the spray nozzle back and front in one direction followed by owing likewise at right angle. The nozzle should be hold at about 300-600mm from the surface.

When a curing compound is applied to a vertical from surface, it should be applied immediately after removal of work. If the surface is not still green and has dried out, it should be saturated with apply of water and the curing compound then applied while the concrete surface is still damp. Curing compound should not be supplied to a dry surface because the compound may be absorbed and cases staining.

Curing of the concrete surfaces especially the vertical shall be done properly covering complete surface of concrete using the sags at least for 14 days from the date of casting.

13. M-35 DESIGN MIX CONCRETE.

13.1 Casting of ballast retainer/bed block/ slab etc. M/25/30/35 mix: -

- (i) All materials required for casting like steel, cement, sand, aggregate, water etc. will be arranged by the contractor at his own cost. Cement & steel for reinforcement will be paid under relevant SSOR item.
- (ii) All controlled concrete mix shall be properly designed for available materials from a reputed laboratory approved by the Railway and submitted to Railway before doing the work. No extra payment will be made on this account.
- (iii) Concrete shall be as per design mix only. Concrete to be used in reinforced cement concrete shall be of M-25/30/35 or superior grade. Any reference as to the lower grade of concrete in any of the RDSO/Railway's drawings shall be considered to be referring to M-25/30/35 grade only. All the units shall be designed by any one of the approved methods given in IS-10262-1962 and IS-456-2000. The contractor shall get the mix design approved before starting the work. The concrete shall be weigh batched only. Test results of trial cubes as per mix design shall be made and got tested. The result of these tests should be produced at the time of submission of mix design.
- (iv) Moisture content of the aggregate should be checked daily and allowance for its bulking and water content should be made in the mix proportions. The concreting shall be done only by weight Batcher/ mixer. The engineer in charge shall ensure this and no concreting shall be permitted by him without weight batcher/Mixer.
- (v) 40mm/60mm needle vibrator shall be used for compaction. Additional vibrators for stand by shall also be made available at site by the contractor. There should not be any honey combing in the concrete.
- (vi) Form work shall be of such quality that it can resist the vibration effect. The form work should be with minimum width of joints fixed strongly. The thermocol strip be provided at joints to avoid seepage of water of concrete.
- (vii) All the material required for casting shall be inspected by railway officials in order to ensure quality of raw materials and quality control in concreting. All arrangements for casting and

curing will be done in presence of Engineer in-charge. Casting shall be done in presence of Engineer's representative who will put a passing mark on each piece.

(viii) Specification of materials

Material confirming to various IS/Railway standards shall only be used in work, after getting the approval for the same in writing from Engineer in-charge.

(ix) The rate quoted by the tenderer shall be deemed to include:

Cost of all labour, machinery and materials like sand and aggregate, shuttering, pipes for weep holes, vibrating, curing etc. for the successful completion of this item in all respect. Cost of work of CC for all depth and lift above the ground level and, below the ground level. Only machine crushed broken stone aggregate of required size to be used.

(x) Cost of protection work such as strutting, timbering, shoring etc. required for safe passage of trains, safety of workman will be arranged by the contractor. The contractor shall have to get the design of shoring approved by the Engineer in-charge in advance.

(xi) 100mm diameter A.C. pipe shall be used for weep holes.

(vi) The contractor shall have to submit the detailed design mix for M-20, M-25, M-30, M-35, M-40 and M-45 for the approval of Railway. The design mix shall be used at site only after approval.

(xii) The rate quoted by the tenderer shall be deemed to include the work of Mass CC/RCC to all depth and lifts below/above the ground levels.

(xiii) With a view to get quality concrete, various tests on cement ingredients viz, fine & coarse aggregates, water, cement and admixtures and also samples of concrete to be used in sub structure and super structure shall be carried out as specified in various codes mentioned either in field laboratory or laboratory approved by Engineer in charge at the cost of contractor. As a result of these tests, any changes warranted to ensure quality concrete as decided by Engineer in charge shall be completed at no extra cost.

13.2 DESIGNS- MIX SPECIFICATION-CONCRETE:

(i) M-25/30/35 grade-controlled concrete for RCC shall be used.

(ii) With a view to get quality concrete, various tests on cement ingredients viz. Fine and coarse aggregates water, cement and admixtures and also samples of concrete to be used in the work shall be carried out as specified in various codes, maintained in classes either in field laboratory or laboratory approved by the Engineer in-charge at the cost of contractor. As a result of these tests examinations, any changes warranted to ensure quality concrete as decided by Engineer in-charge shall be completed at no extra cost.

(iii) All controlled concrete mix shall be properly designed with available materials from a reputed laboratory approved by the Railway and submitted to railway before doing the work for approval. No extra payment will be made on this account.

(iv) The mix shall be designed by any one of the approved methods given in IS-10262-1982 and IS-456-1979. The contractor shall get the mix design approved before starting the work. The concrete shall be weigh batched only. Test results of trial cubes as per mix design shall be made and got tested. The results of these should be produced at the time of mix design approval.

13.3 Placing of concrete

(i). During placing of concrete, free fall of concreting shall not be more than 1.25 m and concrete shall be cured to the satisfaction of Site Engineer. Removal or de shuttering of form work shall be done as IRS/IS: 456-2000 and in the presence of site Engineer & no

patch repair & finishing of surface should be done without the approval of Engineer-in-Charge. Any such rectification will be done by the contractor at his own risk & expenses.

Any part of the CC / RCC structure which does not come up to the standard or is damaged during any operation of the work shall be fully made good by the Contractor at his own cost.

- (ii) Construction joint may be provided only after approval of Engineer-in-Charge and will be prepared as under: -

“All the laitance which has come on the surface will be removed by wire brushing before hardening of the concrete in such a manner that aggregate are exposed but not disturbed from their position. Surface should be cleaned by water-jetting.

- (iii) For all concrete work, the aggregate will be tested as per standard tests prescribed to determine their properties and their grading. As far as possible, stock piling of aggregate shall be done in accordance with the standard practices to enable standard analysis being made of such batch that is brought to the site. The design of the mix will be carefully done from representative samples of the aggregate. The preliminary test results along with analysis of aggregate and mix design calculations should be sent to Engineer for his approval. The contractor will modify/carry out design mix to the satisfaction of the Engineer, if so required and get his final approval, such approval, however, does not relieve the contractor of his responsibility and obligations regarding the minimum strength requirement.

- (iv) All controlled concrete of mix M-20 or richer than M-20 shall be weigh batched. Concrete mixers with devices for automatic weighing facilities for aggregate moisture content in the aggregate shall be taken into consideration. Standard measuring boxes can be used after proper calibration for unit weight.

- (v) Slab concrete shall be placed vibrated and finished in such a way to required slope so as to avoid any possibility of leakage.

- (vi) Ground level for bridge abutment, wings, returns, piers etc. will be determined as the mean of actual ground level available at the individual site of each structure like piers, abutments, wings etc.

- (vii) The rate quoted by the tenderer shall be inclusive of cost of all labours and materials like sand, aggregates, shuttering, pipe for weep holes etc. for the successful completion of this item in all respects.

Only machine crushed broken stone aggregate of size 6 mm to 40 mm and 6 mm to 20 mm shall be used. Proper grading of coarse aggregate as per mix design shall be ensured as per design mix.

- (viii) The rate shall include excavation in all types of soils including hard/soft rocks for M-35/30/25/20 Grade RCC/CC, however, where USSOR items for concreting or similar works are involved payment for excavation shall be made under relevant USSOR items.

- (ix) Any reinforcement and cement required to be provided shall be paid separately under relevant USSOR items.

- (x) The Contractor/s will be required to exercise effective quality control over production, placement & curing of cement concrete/Reinforced cement concrete at site. He/they will ensure that work is carried out as per specification as laid down in & relevant IS Code No extra payment for this quality control will be admissible.

- (xi) Sample from fresh concrete shall be taken as per IS-1192 (1959) - 'Method of sampling & analysis of concrete and cubes shall be made, cured and tested in accordance with IS: 516(1959) - 'Method of test for strength of concrete'. The Contractor/s shall arrange for testing of cubes in compression at his own cost in accordance with IS: 516(1959) in presence of the Engineer's representative. No extra payment for carrying out such tests will be made to the contractor.

14 Mass CC-M-20 Grade

This item is for providing Levelling Course, PCC and other works as directed by Engineer – In - Charge. The rate quoted shall include cost of all necessary labour and materials, required for successful completion of the work. The rate quoted shall also include lead and lift. The quoted rate shall include finishing smooth the exposed surfaces in line and level. Mass cement concrete M-20 mix with graded broken stone aggregate from 6mm to 40mm size for wings and returns etc. complete including shuttering, scaffolding, vibrating, temping, curing, levelling and finishing etc. complete including all lead, lift including all charges of materials, machinery, plants etc. complete. The rate quoted shall include the cost of concrete with above or below ground level the rate quoted shall also include de-watering and keeping the surface dry while concreting and shall include the cost of necessary pump etc. required for the successful completion of this work.

14.1. RCC/MASS CEMENT CONCRETE IN M-20 GRADE.

RCC/Mass Cement concrete work in M-20 grade for strengthening of substructure, wings walls, return walls & base slab will be done under this item.

Signature of Tenderer/s
Address-

Divl. Railway Manager (Engg)
North Central Railway

PART-II: SCOPE OF WORK

(A) Scope for the provision of pathway under Sr DEN IV is as follows: -

SN	Name of station	Station code	Length of pathway (m.)
1	Dadri	DER	5200
2	Harduaganj	HGJ	3500
3	Barahan	BRN	1950
4	Hathras Jn.	HRS	1740
5	Sasni	SNS	1910
6	Mehrawal	MWUE	1970
7	Somna	SOM	2616
8	Aligarh Jn.	ALJN	4170
9	Khurja Jn.	KRJ	2200
10	Sikandarpur	SKQ	1510
11	Dawar	DAR	750
12	Etah	ETH	1600
13	Kulwa	KLA	250
14	Chola	CHL	600
15	Dankaur	DKDE	2200
16	Shiwala Tehu	SWT	400
17	Pora	PORA	450
Total			33016 m.

Please note that Scope of work may increase or decrease as decided by the engineer in-charge.

Special Note : - *Tenderers are advised to inspect the site thoroughly before quoting their rates and satisfy themselves regarding the nature, extent and location of work, accessibility of site, working conditions, availability of space, movement of men and materials, traffic blocks, safety requirements, interference from existing railway installations, utilities, signalling and telecommunication cables, drainage conditions, and all other factors likely to affect execution of the work.*

The pathway work under this tender is proposed at various stations and yard locations in the Tundla–Ghaziabad section, including locations situated between and adjacent to running tracks. where site conditions may vary considerably from location to location. The contractor shall be deemed to have taken into account all difficulties and constraints associated with execution of work between running tracks, including restricted working space, limitations on deployment of machinery, manual handling of materials, crossing of tracks, transportation of materials within the yard, compliance with Railway safety rules, obtaining and utilizing traffic blocks as permitted by Railway administration, and working around operational requirements of the station. The quoted rates shall be deemed to include all costs arising out of such varying site conditions, difficulties in execution, handling and transportation of materials, labour deployment, protection of railway assets, compliance with safety regulations, and any incidental arrangements required for successful completion of the work.

No claim whatsoever on account of variation in site conditions, restricted working space, traffic requirements, presence of underground/overground utilities, difficulty in transportation of materials, compensation, idle labour/machinery charges, reduced productivity, restricted access, non-availability of continuous working hours, delay in grant of blocks consistent with operational requirements, or any other difficulty arising from execution of work and any other local condition shall not be entertained during execution of the contract. The contractor shall be deemed to have taken all such factors into consideration while quoting the rates.

(B) **Scope for provision of MS Catwalk and repair of drainage at coach watering lines under Sr. DEN/IV/PRYJ.**

The work of provision of MS Catwalk and repair of drainage at Coach Watering Lines is to be executed within the railway yard at Tundla Junction, **including locations situated between and adjacent to running tracks**. Tenderers are advised to inspect the site before quoting and fully acquaint themselves with the actual site conditions, accessibility, availability of working space, movement of men, machinery and materials, proximity to running lines, existing track and drainage arrangements, railway installations, utilities, and all operational and safety restrictions associated with working in an active railway environment.

The contractor shall be deemed to have taken into account all difficulties and constraints associated with execution of work between running tracks, including restricted working space, limitations on deployment of machinery, manual handling of materials, crossing of tracks, transportation of materials within the yard, compliance with Railway safety rules, obtaining and utilizing traffic blocks as permitted by Railway administration, and working around operational requirements of the station and coach watering facilities.

The quoted rates shall include all costs towards labour, tools and plants, safety arrangements, watch and ward, protection of track and railway assets, handling and transportation of materials, temporary arrangements required for execution, disposal of excavated material, dewatering, and all incidental works necessary for completion of the contract.

No claim whatsoever for additional payment, compensation, idle labour/machinery charges, reduced productivity, restricted access, non-availability of continuous working hours, delay in grant of blocks consistent with operational requirements, or any other difficulty arising from execution of work in and around running tracks shall be entertained. The contractor shall be deemed to have considered all such factors while quoting the tender rates.

Safety Clause

All works shall be carried out strictly in accordance with the General Rules, Subsidiary Rules, Engineering Code, Indian Railways Permanent Way Manual and other safety instructions issued by Railway Administration from time to time. Necessary safety precautions while working in the vicinity of running tracks shall be the sole responsibility of the contractor, and no extra payment shall be admissible on this account and no compensation by railways will be paid in case of accident leading to loss of life or property.

PART III - Specifications

Ref: - Incorporation of detailed specifications/brands of materials in tenders of schedule items based on CPWD-DSR for improvement in quality of works.

Sr. No.	Name of Product/ Material	Brands
1	ORDINARY PORTLAND CEMENT (GREY) (43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
2	PORTLAND POZZOLONA CEMENT (GREY)(43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREECEMENT, AMBUJA, JAYPEE CEMENT,CENTURY CEMENT & J.K. CEMENT.
3	WHITE CEMENT	J.K. WHITE, JAIPUR SUPREME PACKAGING PVT. LTD., ULTRATECHCEMENT LIMITED.
4	REINFORCEMENTSTEEL	SAIL, TATA STEEL LTD., RINL, JINDALSTEEL & POWER LTD. AND JSW STEEL LTD.
5	ADMIXTURES	CICO, FAIRMATE, HIND PLASTSUPER, SUPAPLAST, SIKA
6	WATER PROOFINGCOMPOUND	FOSROC, CICO, KRYTON, BUILDMATE,PIDLITE, PRIYA ENTERPRISES, FAIRMATE, SIKA
7	AUTOCLAVED AERATED BLOCKS	BILTECH, ECO GREEN,FINECRETE, J.K. LAKSHMI CEMENT LTD.
8	POLYMER MODIFIED ADHESIVE FOR AACBLOCKS	MYK LATICRETE, FERROUS CRETE,ARDEX ENDURA, ULTRATECH, SIKA.
9	FACTORY MADE PANELLED & WIREGAUGE WOODEN DOOR/ WINDOW SHUTTERS.	M/S JAIN WOOD INDUSTRIES, KUTTY DOORS, SAMRAT PLYWOOD, NEW JAGDAMBA DOORS, MERINO, KITPLY, ASTIMBER
10	FLUSH DOORSHUTTERS	KUTTY FLUSH DOOR, SAMRAT LAMINATE, NATIONAL PLYWOODS,JAIN WOOD INDUSTRIES, MERINO, MINIMAX, CENTURY, AS TIMBER.
11	BLOCK BOARD	MERINO, MINIMAX, NATIONAL,ARCHIDPLY, CENT PLY, JAYNA,CENTURY.
12	LAMINATES	SAMRAT, VIRGO, MERINO,ARCHIDPLY, CENTURY LAMINATES, GREENLAM
13	PRE-LAMINATED PARTICLE BOARD	ARCHIDPLY, CENTURY PLY BOARDS,BALAJI ACTION BUILDWELL, ECOBOARD
14	PARTICLE BOARD (MEDIUM DENSITY)/ VENEEREDPARTICLE BOARD	CENTURY PLYBOARDS (INDIAN) LTD.,BALAJI ACTION BUILDWELL, EVERGREEN BOARDLAM, ECOBOARD INDUSTRIESLTD.
15	PRE-LAMINATED MEDIUM DENSITY FIBRE BOARD	CENTURY PLYBOARDS, GREEN PLY,BALAJI ACTION BUILDWELL
16	OMS/ MS DOORFITTINGS	ASHISH, AGGARWAL STEELS, DOOR DEVICES MANUFACTURINGCOMPANY, MANU ENGINEERINGCOMPANY, M.C. MOWJEE & CO., SHRI GANPATI DOORS

17	ANODISED/ ZINC ALLOY/ ALUMINIUM HARDWARE DOOR/ WINDOW FITTINGS	PULSE, SAVIO, HOPPE, ALUTECH
18	FRP DOOR FRAMES & SHUTTERS	ASHISH INDUSTRIES, JAYNA, SAINIK (CENTURY PLYWOOD), SELECTED PRODUCTS CO.
19	WIDOWS BLINDS	VISTA, MAC, HUNTER, DOUGLAS, DE- DÉCOR
20	STRUCTURAL STEEL SUCH AS MS FLATS, SQ. BARS ANGLES ETC.	SAIL, TATA STEEL, RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.
21	MILD STEEL DOOR, WINDOWS & VENTILATORS MANUFACTURERS	FRIENDS MANUFACTURING COMPANY, KOTKAPURA, PD INDUSTRIES, SHAKTI INDUSTRIES, STEELMAN INDUSTRIES, SKS STEEL INDUSTRIES, SHIVAM
22	PRESSED STEEL DOOR FRAMES MANUFACTURERS	KRISHNA STEEL FABRICATOR SIRSA, LAXMI STEEL WORKS BAHADURGARH, ASHISH INDUSTRIES GHAZIABAD, ASHWANI & SONS.
23	HOLLOW STEEL SECTIONS	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
24	STEEL TUBES FOR STRUCTURAL STEEL	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
25	DASH/ ANCHORING FASTENERS, BOLTS, SCREWS AND NUTS.	HILTI, FISCHER, CKW, ATUL, PRIYA
26	STAINLESS STEEL RAILING	DORMA, KICH, OM STEEL, D-LINE.
27	CHEQUERRED PRE-CAST CC TILES	NTC, SWASTIK TILE, POOJA CONCRETE FABRICATORS, GTC.
28	CERAMIC TILES	SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
29	VITRIFIED TILES	PODDAR, SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
30	ADHESIVE/ GROUTING FOR USE WITH TILES	FERROUS CRETE, MYK LATICRETE, ARDEX EDURA, FAIRMATE, DURABUILD CARE, SIKKA

31	UNPLASTICISED RIGID PVC PIPE & FITTINGS	SUPREME, FINOLEX, PRINCE, KISAN,DIPLAST.
32	FALSE CEILING- GYPSUM	SAINT GOBAIN, VANS GYPSUM, USG BORAL, LLYOD
33	FALSE CEILING-METAL	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS, GYPTECH
34	FALSE CEILING- CALCIUM SILICATE	HILUX, AEROLITE, ARMSTRONG
35	FALSE CEILING- MINERAL FIBRE	ARMSTRONG, DEIKEN, DEXUNE, SAINT GOBAIN.
36	ACCOUSTIC: GLASS / WOODEN FIBRE FALSE CEILING ANDWOODEN/ FABRIC WALL LINING	ARMSTRONG, DEXUNE,ACCOUSTIBLOK, HIMALYANACOUSTICS, ANUTONE, GYPTECH
37	FALSE CEILING- ALUMINIUM POWDER COATED	ARMSTRONG, DEXUNE, SAINTGOBAIN, HUNTER DOUGLAS
38	OIL BOUND DISTEMPER/ ACRYLICDISTEMPER	NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIANPAINTS) , MAXILITE ACRYLIC DISTEMPER (ICI), BISON ACRYLIC DISTEMPER (BERGER).
39	INTERIOR EMULSION/PLASTIC EMULSION	DULUX ACRYLIC EMULSION/ SOLITAIRE A-1000 (ICI), APCOLITEPREMIMUM EMULSION (ASIAN), BEAUTY GOLD (NEROLAC), SILK (BERGER)
40	ACRYLIC SMOOTH EXTERIOR PAINT	APEX ULTIMA (ASIAN), DULUX WEATHERSHEILD MAX (ICI), EXCEL (NEROLAC), WEATHERCOAT ALLGUARD (BERGER)
41	DRY DISTEMPER	NEROLAC, BERGER, ASIAN PAINTS, ICI, JENSON & NICHOLSON (J&N)
42	SYNTHETIC ENAMEL PAINTS	DULUX HI-GLOSS (ICI), APCOLITE PREMIMUM GLOSS (ASIAN), NEROLAC HIGH GLOSS (NEROLAC), LUXOL HI- GLOSS (BERGER)
43	WOOD PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI
44	STEEL PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI
45	EXTERIOR WALLPRIMER	EXTERIOR NEROLAC PRIMER,EXTERIOR BERGER PRIMER,EXTERIOR ASIAN PAINTS PRIMER, EXTERIOR ICI PRIMER

46	WALL PUTTY (WHITE CEMENT BASED)	BIRLA WALL CARE, JK WHITE
47	POLYMER MODIFIEDSELF CURING PLASTER	MYK LATICRETE, FERROUS CRETE,ARDEX ENDURA, ULTRATECH
48	PAVER/ GRASS PAVER BLOCKS& KERB STONES	NATIONAL TILES CORPORATION,METRO PAVERS, KRISHNA TILES, POOJA CONCRETE FABRICATORS, DALAL TILES.
49	VITREOUS CHINASANITARY WARE	HINDWARE, CERA, PARRYWARE,JOHNSON PEDDER, SOMANY.
50	PLASTIC FLUSHINGCISTERN FOR WC AND URINALS	JINDAL, STEEL BIRD, SEEMLINE, VIKRAM PLASTIC, PRAYAG POLYMERS (P) LTD.
51	PLASTIC SEAT COVEROF W.C.	AJANTA POLYMERS, JINDAL MALPINE, JAIN POLYMERS
52	STAINLESS STEELSINK	ALLEX, JAYNA, JMD INTERNATIONAL,STEEL CRAFT
53	MIRROR GLASS	ATUL, MODIGUARD, GOLDEN FISH
54	CENTRIFUGALLY CAST (SPUN) IRONPIPES	NECO, BENGAL IRON, DURGAPUR ISPAT UDYOG, SINGHAL IRONFOUNDRY (SKF), KAPILANSHDHATU UDYOG PVT. LTD., RPMF, HIF.
55	HUBLESS CENTRIFUGALLY CAST (SPUN) IRON PIPES	NECO, RAJ PATTERN MAKERS & FOUNDERS, SINGHAL IRON FOUNDRY (SKF).
56	CP FITTINGS & ACCESSORIES	JAQUAR, HINDWARE, PRIMA, JAINKO, CERA.
57	BRASS STOP & BIBCOCK	DHAWAN SANITARY UDYOG, JAINKO, SHAKTI, VARDHMANINDIA PRODUCTS
58	FERRULES FOR WATER SUPPLY	HIND METAL WORKS, KRITIKA, DRP, SHAKTI
59	BALL COCK WITHROD	RESP FAUCET INDUSTRIES, DHAWANSANITARY UDYOG, NEW METALWORKS, KPR, PRAYAG.
60	POLYETHYLENE WATER STORAGE TANK	SINTEX, VECTUS, KAVERI
61	STONEWARE PIPES & GULLY TRAPS	SORKHI INDUSTRIES, RKINDUSTRIES, NAVNEET, MOLI CERAMICS, OCR, ANAND
62	PRE-CAST CONCRETE PIPES (NON- PRESSURE)	RAMNIK, BFSP, JAGDAMBHEY SPUNPIPE, GURKIRPA SPUN PIPES
63	GI PIPE	JINDAL (HISSAR), TATA, BST,BHUSHAN POWER STEEL
64	GI FITTINGS	UNIK, AVR, ZOLOTO, SANT, HBI, C-BRAND, NVR
65	C-PVC PIPE	PRINCE, JINDAL (FLOWKEM),

		ASTRAL, AJAY POLYMERS, SUPREME, FINOLEX.
66	GUN METAL GATE, GLOBE, CHECK VALVES & NON-RETURN VALVES	LEADER, ZOLOTO, SANT, RAJANMETAL INDUSTRIES, H.B. METALS, HVI, NVR.
67	CENTRIFUGALLY CAST (SPUN) IRON PIPES (CLASS LA).	TRU FORM ENGINEERS, KAPILANSH, ELECTROSTEEL, HITECH METALCASTINGS.
68	C.I. SLUICE VALVES & REFLEX VALVES	ZOLOTO INDUSTRIES, SANT VALVES, AMCO INDUSTRIES, KIRLOSKAR, RATAN INDUSTRIAL CORPORATION, HVI, NVR.
69	STAINLESS STEEL PIPES & FITTINGS	JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD.,
70	DUCTILE IRON PIPES & FITTINGS	JINDAL SAW LTD, ELECTRO STEEL, CHANDRANCHAL INFRA, ELECTROTHERAM
71	C.I./ D.I. MANHOLE COVERS & FRAMES	SWASTIKA ENTERPRISES, BENGAL IRON CORPORATION, NECO, BINAY UDYOG, CHANDERANCHAL
72	WATER REPELLANT SILANE CHEMICAL	PIDILITE, FERROUS CRETE, ARDEX ENDURA
73	ALUMINIUM SECTIONS	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.
74	BASIC/ TOUGHENED ETC. GLASS	SAINT GOBAIN, ASAHI, MODI, GOLD PLUS GLASS, PILINGTON.
75	APPROVED PROCESSORS FOR PERFORMANCE GLASS/ TOUGHENED GLASS/ HERMETICALLY SEALED/ LACQUERED GLASS etc.	ART & GLASS, MIRAGE TOUGHENED GLASSES (P) LTD., AAR PAR GLASS, VERMA GLASS.
76	PLYWOOD/ VENEER	GREEN PLY, CENTURY, MERINO, DURO, DURIAN.
77	MELAMINE POLISH	ASIAN PAINTS MELAMINE GOLD, WUDFIN OF PIDILITE, TIMBERTONE OF ICI DULUX.
78	FLOOR SPRING	GODREJ, DORMA, DORSET, KICH.
	(A) ALUMINIUM SECTION	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.
	(B) ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	KILONG, ALU ALPHA, EBCO, CLASSIC.
79	PLOSTER POWDER COATING SHADES	NEROLAC, BERGER, J&N
80	CLEAR/ FLOAT/ FROSTED/ REFRACTIVE/ COATED GLASS	SAINT GOBAIN, MODIGUARD, ASHAI FLOAT.
81	ALUMINIUM COMPOSITE PANELS	REYNOBOND, ALPOLICA, ALUCO BOND
82	FRICTION STAY HINGES	EARL-BIHARI, EBCO, ROTOOR APPROVED EQUIVALENT
83	EPDM GASKET	HANU/ ANAND, RAVEN, ZERO.
84	SILICON BASED WATER REPELLANT/ WEATHER SEALANT	G.E. PLASTICS, DOW CORNING, WACKER, BASF, PIDILITE (DR. FIXIT/ROFF)
85	EPS	SNOW PACK POLYMERS, RELIABLE INSUPACKS, FAIRMATE
86	CEMENT BASED WALL PUTTY	BIRLA WALL CARE, JK WHITE
87	1ST QUALITY ACRYLIC DISTEMPER (WASHABLE/READY MIX/LOW VOC)	ASIAN PAINTS (TRACTOR AQUA LOCK PAINT) BERGER: COMMANDO OR EQUIVALENT PAINTS OF NEROLAC OR ICI-DULUX.
88	PREMIUM ACRYLIC EMULSION PAINTS (INTERIOR)	ASIAN PAINTS (ROYALE LUXURY EMULSION) NEROLAC: IMPRESSION BERGER: SILK

		ICI-DULUX: VELVET TOUCH.
89	PREMIUM ACRYLIC SMOOTH EXTERIOR PAINTS WITH SILICON ADDITIVE.	ASIAN PAINTS (APEX ULTIMA) NEROLAC: XL TOTALBERGER: WEATHER COAT ALL GUARD ICI-DULUX: WEATHER SHIELD MAX
90	CEMENT PRIMER	NEROLAC, BERGER, BP WHITE(BEGER),DECOPRIME WT (ASIAN), WHITE PRIMER (ICI).
91	EPOXY PAINT	ASIAN, NEROLAC, BERGER, ICI, KANSAI AKZO NOBEL.
92	G.I. FITTINGS	UNIK, AVR, ZOLOTO, KS, AMCO
93	FLOAT VALVE	IVC, LEADER, PRAYAG, KALSI PUMP PVT. LTD.,DHAWAN SANITARY UDYOG (PRIMA)
94	GUN METAL VALVES, GLOBES	LEADER, ZOLOTO, KILBURN, CIM VALVES, SANT, ANNAPURANA.
95	BRASS STOP & BIB COCK	ZOLOTO, SANT, L&K, LEADER, JAINKO, KALSIPUMP PVT. LTD., DHAWAN SANITARY (PRIMA)
96	NON RETURN VALVE (CHECK VALVE)½” TO 1¼”	KALSI PUMPS PVT. LTD. ZOLOTO, ANNAPURNA
97	STAINLESS STEEL SLIDING DOOR BOLTS	DORMA OR GEZE OR HAFELE
98	WHITE VITREOUS CHINA WALL MOUNTED TYPE WATER CLOSET (EUROPEAN TYPE W C. PAN)	JAQUAR, HINDWARE, CERA
99	3/6 LITRE SLIM WALL MOUNTED CONCEALED CISTERN WITH DUAL FLUSHING CISTERN	JAQUAR, HINDWARE, CERA
100	FLUSHING PLATE OF WITH FLUSH PIPE	JAQUAR, HINDWARE, CERA
101	WHITE VITREOUS CHINA FLAT BACK HALF STALL URINAL.	JAQUAR, HINDWARE, CERA

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Extract of the General Condition of Contract of North Central Railway 2022
(Clause 63 and 64 pertaining to Settlement of Disputes)

**SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION
RULES**

63. Reconciliation of disputes: This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

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 "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996'

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) & 63.2.11 of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the dispute adjudication Board (DAB) and Arbitration Clause.

63.1.1 If the matter is not settled in arbitration, Jurisdiction of the concerned CIVIL Court shall be the place where the tender has been published

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

- 63.2.9** In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.
- 63.2.10** Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 63.2.11** In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- 63.2.12** The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.
- 63.2.13** The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.
- 63.2.14** It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1): Demand for Arbitration:

64.(1)(i)(a): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(i)(b): Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contacts/tenders, especially in large contracts.

64.(1)(i)(c): As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crores. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).

64.(1)(i)(d): inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference,

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

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3): Appointment of Arbitrator:

64.(3)(a): The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager

64.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager/Additional General Manager. Contractor will be asked to suggest to General Manager/Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.

64.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under: -

- a) Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in/pdf/Engineers.pdf>.
- b) A formal request for nomination shall be submitted to ICA, accompanied by
 - I. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - II. A copy of the relevant contract and any supporting documents.
 - III. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- c) Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

64.(3).(a).(iii): The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Two selected arbitrators are free to select presiding arbitrator (3d arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager/Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): (i) Qualification of Arbitrator (s):

- (a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (b) Age of arbitrator at the time of appointment shall be below 70 years
- (c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
- (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
- (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 6 .Q)@), 64.(3)(a)(i),64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6): The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64. (8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

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