SOUTHERN RAILWAY

CONSTRUCTION

TENDER DOCUMENT

PART A to C

Signature Not Verified
Digitally signed by Soumya S
Date: 2026.05.09 14:38:57 IST
Reason: IREPS-CRIS
Location: New Delhi

GUIDELINES TO TENDERERS

1) Tenderers shall hold the offer open for acceptance for a minimum period of 90 days for two packet tenders and 60 days for single packet tenders from the date of opening of the tender.

2) If the date of opening of tender is declared a holiday at a later date, the tenders will be opened on the next working day.

3) Payment towards Bid Security as indicated in the NIT header should be paid through the E-Payment Gateway or submitted as Bank Guarantee bond from a scheduled commercial Bank of India or as mentioned in tender documents.

4) Bid Security of the tenderers, will be forfeited, if they resile from their offers within the validity period.

5) The tenderer should upload an affidavit for verification of credentials enclosed as Annexure- XVI. Non submission of certificate by the tenderer shall result in rejection of his/their offer.

6) If the Tenderer deliberately gives/Tenderers deliberately 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. The entire Bid Security with Railway will be forfeited. In addition, may also lead to any other action provided in the contract including banning of business for a period of up to two years.

7) Tenderers must upload details of all works on hand with them in Railways, other public sector undertakings and private sector undertakings in the proforma (ANNEXURE - IV) while submitting their offers.

8) All terms and conditions in the tender documents are binding on the tenderers.

9) Railway reserves the right to accept or reject any or all the tenders and to award the work in whole or in part without assigning the reason for any such action.

10) The tenderers are advised to visit the site of work in their own interest and acquaint themselves with the site conditions and expected quantum of work.

11) Tenderers may upload only the relevant and required documents related to the sake of eligibility rather than uploading bunch of repeated documents in other categories.

12) All documents in support of fulfillment of eligibility criteria should be uploaded along with the tender. Tenders without documentary evidence in support of eligibility criteria will be summarily rejected. No post tender correspondence will be permitted and the tender shall be decided based on the documents submitted/attached with the offer only. However, Railway reserves the right to verify/seek for any clarification on the documents/credentials already submitted by the tenderer along with the offer.

SOUTHERN RAILWAY
CONSTRUCTION ORGANISATION
1st Floor, GCDA BUILDING,ERNAKULAM JN-682016.

TENDER DOCUMENT

CHECK -LIST

The tenderer should ensure the following before submitting the tender:

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(i)	Annexure I – Offer Submission Sheet.	33-37	
(ii)	Annexure II – Experience Certificate duly attested as per the proforma or proforma filled up and signed by the tenderer based on the details furnished in the certificate.	38-39	
(iii)	Certificate for the contract amount received duly attested from the employer/client showing the contractual amount received OR attested copy of the audited Financial Statements which includes, Trading, Profit and Loss Account OR Balance Sheet along with the certificate from the Chartered Accountant for the contractual amount received.(refer 5.0 of Part B)		
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(xv)	Ballast Test Certificate (if applicable).		
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Signature

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PART 'A'

INTRODUCTION

INTRODUCTION

1.0 SCOPE OF WORK:

1.1 The contractor has to execute the following works as per the descriptive items in the Schedules (Annexures) and as per notes, payment conditions, special conditions of contract, additional conditions (if any), specifications and plans attached to the tender and also in accordance with General Conditions of Contract.

The scope of work and mile stone in detail is available at Part- "D"

1.2 The scope of work mentioned above is indicative and for general guidance only. Actual scope of work may vary as per Railway's requirement and site conditions based on the overall project requirements in consonance with the tender. The contractor shall execute the work as directed.

1.3 The contractor shall inspect the site thoroughly, study the scope and conditions meticulously and quote his rates accordingly.

1.4 For further details about scope of work, the tenderers may contact Dy. Chief Engineer (Construction) of the project concerned.

2.0 PROPOSED METHODOLOGY AND SPECIAL FEATURES:

2.1 The tenderers are advised to visit the site/section and work out the methodology for executing the work within the currency duly satisfying all conditions of the tender and work out their tender offer accordingly.

3.0 VALIDITY OF THE TENDER:

The validity period of the tenders is 60 days for single packet and 90 days for two packet system unless otherwise specified.

4.0 COMPLETION PERIOD:

Completion period for this work is specified in the NIT HEADER. Tenderers are advised to note that time is the essence of the contract and they are expected to keep this strictly in view at all times.

PART – 'B'

REGULATIONS FOR REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS TO TENDERERS

MEANING OF TERMS:

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

1.1.1. Definitions: In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires

1.1.2. "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Southern Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.

1.1.3. "General Manager" shall mean the Officer in charge for the general superintendence and control of the Southern Railway and shall also include the Chief Administrative Officer (Construction), Southern Railway and shall mean and include their successors of the Successor Railway.

1.1.4. "Chief Engineer" shall mean the Officer in charge of the Engineering Department of the Southern Railway and shall also include the Chief Engineer (Construction), Chief Signal & telecommunication Engineer (Construction), Chief Electrical Engineer (Construction) and shall mean & include their successors of the Successor Railway.

1.1.5. "Engineer" shall mean Executive Engineer, Southern Railway and shall mean and include Divisional Signal & Telecommunication Engineer/Construction, Divisional Electrical Engineer/Construction, in executive charge of the works and shall also include the superior officers of Engineering, Signal & Telecommunication and Electrical departments of the Southern Railway i.e. Deputy Chief Engineer/Deputy Chief Signal & Telecommunication Engineer/Deputy Chief Electrical Engineer (Construction)/Chief Engineer, Chief Electrical Engineer, Chief Signal & Telecommunication Engineers of Construction and other superior Officers of the concerned department of the Southern Railway and shall mean and include the Engineers of the Successor Railway.

1.1.6. "Engineer's Representative" shall mean the Assistant Executive Engineer of Assistant Signal & Telecommunication Engineer or Assistant Electrical Engineer in direct charge of the works and shall include any Senior Section/Junior Engineer of Civil Engineering/Signal & Telecommunication Engineering/Electrical Engineering departments appointed by the Southern Railway and shall mean and include the Engineer's Representative of the Successor Railway.

1.1.7. "Successor Railway" shall mean and include such other Railway to which for administrative or other reasons this contract may during its pendency be transferred.

1.1.8. "Tenderer" shall mean the person / the firm / co-operative society or company/Joint Venture Group whether incorporated or not who tenders for the works with a view to

execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

1.1.9. "Contractor" shall mean the person / firm / co-operative society or company/Joint Venture Group whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

1.1.10. "Contractor's authorized Engineer" shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

1.1.11. "Contract" shall mean and include the Agreement or Work Order, the accepted schedule of rates or the printed Schedule of Rates of the Southern Railway modified by the tender percentage of items of works quantified or not quantified, the General Conditions of Contract, the Special Conditions of contract if any, the drawings, the specifications, the special specifications if any, schedule of quantities, Manuals and instructions if any and Tender Forms if any, all in complete known as "Contract Documents".

1.1.12. "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or selected list of Contractors with the Railway.

1.1.13. "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice and publicity.

1.1.14. Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

1.1.15. "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified/ under the authority of the Ministry of Railways or chief Engineer as amplified / added to or superseded by special specifications if any, appended to the Tender forms.

1.1.16. Standard Schedule of Rates(SSOR) shall mean the schedule of rates adopted by the Railway, which includes

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

1.1.17. "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.

1.1.18. Contractor's authorized Engineer shall mean a graduate Engineer or equivalent, having more than three years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

1.1.19. "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as

hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

1.1.20. "Temporary works" shall mean all temporary works of every kind required for the execution, completion or maintenance of the works.

1.1.21. "Site" shall mean the lands and other places on under in or through which the works are to be carried out and any other lands or places provided by the Railway for the purposes of the contract.

1.1.22. "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

1.1.23. Singular or plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

1.1.24. "Bill of quantities" shall mean schedule of Item(s)included in the tender document along. With respective quantities

1.2 Interpretation: These instructions tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to therein and shall be subjected to modifications/additions or super-sessions by Special Conditions of Contract and/or drawings manuals, specifications and/or special specifications, if any, annexed to tender forms. Wherever there is a conflict between the Special Condition and General Condition, the Special Condition shall prevail.

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

2.0 INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

2.1 E-tender shall be issued free of cost to all tenderers. Payment of Bid Security as indicated in the NIT header shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in the tender documents.

2.2 The Bid security of the unsuccessful Tenderer(s) will, save as hereinbefore provided, be returned to the unsuccessful Tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

2.3 Tenderers are advised to visit the site of work in their own interest and acquaint themselves with the site conditions and expected quantum of work.

2.4 Printed General Conditions of contract, the specifications for material and work, USSOR 2011 rates, and any other document as amended/ corrected up to correction slip up to date can be seen in the office of the Chief Administrative Officer, Construction, Southern Railway,1st Floor, GCDA building, Ernakulam Jn-682 016 or copies can be obtained on payment.

2.5 Tenderer must upload details as per Annexures given in the Tender form while submitting their offer online.

2.6 The tender will be opened in the office of Chief Administrative Officer, Construction, Southern Railway, 1st Floor, GCDA building, Ernakulam Jn-682 016 at the prescribed date and time.

2.7 If the date of opening of tender is declared as a holiday at a later date, the tender will be opened on the next working day. The tenderer who have participated in the tender can view the rates of all the tenderers after opening of tenders.

2.8 All terms and conditions in the tender document are binding on the tenderer.

2.9 Non compliance of any of the conditions set forth hereinbefore is liable to result in the tender being summarily rejected.

2.10 Railway reserves the right to accept or reject any or all the tenders and award the work in whole or part without assigning any such action.

2.11 Drawings for this work: The Drawings for the work can be seen in the office of the Chief Administrative Officer, Construction, Southern Railway, 1st Floor, GCDA building, Ernakulam Jn-682 016 at any time during the office hours. The drawings are only for the guidance of the 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 wherever required.

2.12 The Tenderer(s) shall quote his/their rates as a percentage above or below the Standard Schedule of Rates(SSOR) of Southern Railway as applicable to -------- Division except where he/they are required to quote item rates and must tender for all the items shown in the attached Bill(s) of quantities are given as a guide and ae approximate only and are subject to variation according to the needs of the Railway,

2.13 The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates/rebates only at specified place in Tender Form supplied by Railway. Any revision of rates/rebates submitted (quoted) through a separate letter whether enclosed with bid(Tender Form) or submitted separately or mentioned elsewhere in the document other then specified place shall be summarily ignored and will not be considered.

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

3.0 BID SECURITY

3.1 The tenderer shall be required to Submit Bid security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender document, under the conditions of tender. The Bid Security deposit shall be as under:

	Value of the work (Tender Value)	Bid Security
1.	For works estimated to cost upto Rs.1 Crore.	2% of the estimated cost of the work.

2.	For works estimated to cost more than Rs.1 Crore	Rs.2 Lakhs plus ½% (half percent) of the excess of estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs.1Crore.

(i) The Bid security shall be rounded 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- on production of the certificate issued by the Department of Industrial Policy and Promotion(DIPP).

(iii) Labour Cooperative Societies shall submit only 50% of the above Bid Security detailed above.

3.2 Tenderers should submit along with the tender, the requisite Bid security. Tenders unaccompanied by Bid security as detailed below will be rejected outright.

3.2.1 Any mode of payment other than mentioned in the above paras is not acceptable. Any deviation from these instructions will render the offer invalid.

3.3 No interest shall be payable on the Bid security

3.4 The tenderer shall keep the offer open for consideration for a minimum period of 90 days for two packet tenders and 60days for single packet tenders or as stipulated in the tender from the date of opening of the tender within which period the Tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time-to-time. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the 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 which is not acceptable to Railway. Should the Tenderer fail to observe or comply with the said stipulation, the full earnest money amount shall be forfeited to the Railway.

3.5 If the tender is accepted this Bid security would be adjusted after encashment by Railways wherever necessary to form part of the cash segment of the Security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. This amount of Bid security shall be forfeited if the Tenderer/Contractor fail to execute the Agreement Bond within 7 days after receipt of notice issued by the Railway that such documents are ready or to commence the work within 15 days after receipt of letter of acceptance.

3.6 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- VIA and shall be valid for a period of 90 days beyond the bid validity period.

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 Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Subject to exemptions provided above in this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(a)If his tender is accepted, the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract.

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

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

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

4.0 TENDER DOCUMENT:

4.1 Tender forms will embody the contents of the Contract Documents either directly or by reference and shall be as per specimen form, Annexure-I. E-tender form shall be issued free of cost to all tenderers

4.2 The following documents form part of this Tender/Contract:

(a) Tender Forms – First Sheet and Second Sheet
(b) Special Conditions/Specifications (enclosed)
(c) Bill(s) of quantities (enclosed)
(d) Standard General Conditions of Contract and Standard Specifications (Works and Materials of Indian Railways as amended/corrected up to latest correction slips,
(e)Standard Schedule of Rates(SSOR) as amended/corrected up to latest correction slips
(f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications

Packet 1- Technical bid

4.2.1 Part A: Introduction

Part B: Regulations for Tenders and Contracts and Instructions to Tenderers and conditions of tender.

Part C: Special Conditions of Contract.

Part D: Scope of work and mile stone.

Part E: Special Conditions of Contract (Technical).

Part F: (If Applicable)

Packet 2- Commercial or Price bid

4.2.2 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 of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

i. Letter of Award
ii. Bill 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. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
viii. Indian Railways Unified Standard Specification (IRUSS-2019)updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
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.

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

4.3 All General and detailed drawings pertaining to the works, which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

4.4 AMENDMENT OF TENDER DOCUMENT

4.4.1 Railways may modify the Tender Document by issuing ADDENDA/CORRIGENDA.

4.4.2 Tenderers are advised to submit the tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications(addenda/corrigenda) published subsequently Web site and the same shall be taken into account while submitting the tender. No addenda/corrigenda will be issued within 15days of the date of tender opening.

4.4.3 To give prospective bidders a reasonable time to take ADDENDUM/CORRIGENDUM into account in preparing their bids, the Railways may at their discretion extend as necessary, the deadline for submission of Tender document.

5.0 ELIGIBILITY CRITERIA AND CREDENTIALS:

5.1 Tenderers should fulfil the following eligibility criteria for the works costing more than Rs 50 lakhs. (No technical and financial credentials are required for tenders costing up to Rs 50 lakhs)

I. TechnicalEligibilityCriteria

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 each costing not less than the amount equal to 30% of advertised value of the tender or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender

One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any 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 each costing not less than the amount equal to 30% of advertised value of the tender or

Two similar works each 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.

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

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

b(iv) 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 Standard GCC or through subcontractor fulfilling the requirements as per clause 7 of Part-II of GCC 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 sub-contractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one similar to work proposed for sub contract, costing not less than 35% value of work to be subletted,,in last five 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 upto Rs.50lakh, 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 Part-II of GCC, with prior approval of Chief Engineer in writing

Total value of work assigned to the subcontractor(s) shall not be more than 50% of total tender/contract value. The credential of the subcontract(s) for eligibility criteria will be taken into consideration as on last day of month previous to date of opening of the tender.
Note for Item 5.1
Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.
In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work

order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

II. 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 tender in crores of rupees

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

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

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

Note for 5.2: Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

III. Bid Capacity:

The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-XVII for the works costing more than Rs.20.00 crores

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

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

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

[Explanation for clause - Eligibility Criteria:

1) Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

3) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.

4) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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

5) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in note for Para 5.1 , Para 5- technical eligibility criteria, the same shall be considered for the purpose of fulfillment of credentials.

6) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work 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.

6.0 Tenderer Credentials::

Documents testifying tenderer previous experience and financial status should be produced along with the tender.
Tenderer(s)who is / are not borne on the approved list of the Contractors of Southern 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) Certificates which may be an attested Certificate from the client, 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) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-XVI. In addition to this Annexure, in case of other than company and proprietary firm Annexure XVI(A) shall also be submitted by each member of a partnership firm /Joint venture(JV)/ Hindu undivided Family(HUF)/ Limited liability Partnership(LLP) etc as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested /digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

8. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Administrative Officer/Chief Engineer/_Deputy Chief Engineer/Executive Engineer, Construction Organization of Southern Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

9. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

(i) An undertaking that the he 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 the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All other documents in terms of explanatory notes in clause 5 above.

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) An undertaking that the HUF 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 the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All other documents in terms of explanatory notes in clause 5 above.

(c) Partnership Firm:

(i) The tenderer shall submit documents as mentioned in clause 13.

(d) Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 12.

(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 5 above.

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

(iv) All other documents in terms of explanatory notes in clause 5 above.

(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 and regulations of the society

(v) All other documents in terms of explanatory notes in clause 5 above.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered

Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV / 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.

10. The tenderer whether sole proprietor/ a company or a partnership firm / registered society / registered trust / HUF/LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.

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

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

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

(a) Should a tenderer

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

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s)having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 11.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.

JOINT VENTURE (JV) IN WORKS TENDERS

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

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

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

12.3 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.

12.4 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.

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

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

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

12.6 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.

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

12.8 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., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

12.9 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.

12.10 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.

12.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013') (in case JV entity is 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 a 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:

12.11.1 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly

and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

12.11.2 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.

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

12.12 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.

12.13 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.

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

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

(i) A notarized copy of the Partnership Deed,or a copy of the partnership deed registered with the registrar

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

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

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

(i) A copy of notarized affidavit on Stamp Paper declaring that his concern is a proprietary concern and he is sole proprietor of the concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association)

of the company

(iii) A copy of Certificate of Incorporation

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

12.14.4 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) (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.

12.14.5 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.

12.14.6 All other documents in terms of explanatory notes in clause 5 above.

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

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

12.15.1 Technical Eligibility Criteria (‘a’ or ‘b’ mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 5.1 I above, shall be satisfied by either the ‘JV in its own name & style’ ‘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 pars 5.1 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 5.1 I above, shall be satisfied by either the 'JV in its own name & style' or Lead member of the JV and technical eligibility for other components of work as per para 5.1 above, shall be satisfied by either the JV in its own name and style or any member of JV

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 5.1 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 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 the technical eligibility criteria.

Note for Clause 12.15.1:

(a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.
(b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

12.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 5.1(II) above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 5.1(II) above.

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

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

12.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 5.1(III) above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

13. Participation of Partnership Firms in works tenders:

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

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

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

13.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected Bid security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

If any partner(s) of partnership firm expires after the submission of tender or after acceptance of tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of general conditions of contract, unless the firm retains its character as per partnership agreement.

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

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

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

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

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

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the

constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.
(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
13.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of partnership deed or a copy of the partnership deed registered with the Registrar
(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
(iv) All other documents in terms of explanatory notes in clause 5 above.

Advances to Contractor –

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

13.10 DOCUMENTS COMPRISING THE TENDER BOOKLET FOR SUBMISSION:

13.10.1 The Tender Document shall contain the following:

(a) Offer Submission Sheet in accordance with Annexure-I.

(b) Bid Security, in accordance with Para No.3.0.

(c) Written confirmation authorizing the signatory of the Tender to commit the Tender.

(d) Documentary evidence in accordance with Annexure - I to XI along with the documentary proof for the items indicated in "Eligibility Criteria" to establish the Tenderer's Credentials and Qualifications for the tender.

(e) Any other document prescribed in the Tender booklet.

13.10.2 The offer to be submitted for all the Annexures of Tender Schedule for various works covered in this Tender.

13.10.3 All possible fluctuations, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be

considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents. The Tenderer/Contractor should quote realistic, reasonable and correct rate for each and every item of the schedule/s. Each and every item will be considered on its merits. Railway in furtherance of the provision of clause No.7 of General Conditions of Contract(Part-I), reserve the right to delete any item or items from the scope of the tender after opening of the offers and to accept the tender in whole or in part or reject any tender in whole or in part irrespective of the size or the value or scope of such deletion without assigning reasons for such action. The tenderer/contractor shall have no claim whatsoever in this regard.

13.10.4 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 who may send a written intimation to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis and scope 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 claim on account thereof.

13.10.5 Tender should be quoted as per tender conditions and the tenderer should not add/modify any conditions. If any additions/deletions/modifications are indicated by the tenderer such additions/deletions/modifications, if any must be made by the tender/s in a covering letter with the tender. The railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those conditions which are explicitly accepted by the Railway shall form part of the contract.

13.10.6 The uploaded scanned certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., will be taken for verifying the credentials. The tenderers should produce the originals of the above if required by the Railway Administration for verification.

13.10.7 Tenderer shall upload a declaration in the proforma enclosed, as Annexure I. Tenders without this declaration by the tenderer is likely to be rejected.

13.10.8 The Tenderer shall upload the experience certificate for the purpose of single nature of work in the format given as Annexure II.

13.10.9 Tenderers must upload the particulars provided for in Annexure III regarding basic details of the firm.

13.10.10 Tenderers must upload details of all works on hand with them in Railways, other public sector undertakings and private sector undertakings in the proforma Annexure IV while submitting their offers.

13.10.11 Tenderer must upload List of personnel, organization available on hand and proposed to be engaged for the subject work as per the proforma Annexure V while submitting their offers.

13.10.12 Tenderer must upload List of plant and machinery available on hand and proposed to be inducted for the subject work as per the proforma Annexure VI while submitting their offers.

13.10.13 The tenderer must upload the details of employment of retired Gazetted Railway Engineer if any, in the proforma given as Annexure VII.

13.10.14 Each applicant (each member in the case of a group) or any associate, or agent will be required to confirm and declare (as per format in Annexure – X) that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

13.10.15 Tenderers should observe the highest standard of ethics while submitting the Tender Document.

(a) Railways will disqualify an applicant if they have made misleading or false representation in the form, statements and attachments submitted; or indulges in fraudulent and corrupt practice.

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- "Fraudulent practice" means a misrepresentation of facts in order to influence an evaluation process or the execution of a contract, and includes collusive practices among Tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the client's free and open competitions.

(b) Further Railways may declare a Tenderer ineligible, for any Railways contract if it at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in completing for, or in executing, a borrowed financed contract in general; or defines, for the purpose of this provision, the terms set forth below as follows:

(i) Records of poor performance during the last 5 years, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor.

(ii) Inordinate delays in completion, consistent history of litigation awarded against the Applicant or any of its constituents or financial failure due to bankruptcy, etc. If the Contractor has worked in a Joint Venture, the rescinding of contract of a Joint Venture on account of reasons, such as Most Experienced Partner (Lead Partner) of Joint Venture pulling out.

Or

(iii)Been debarred (blacklisted) by any Government agencies as on the date of application.

14 System verification of tenderer's credentials.
(Authority: Railway board letter No. 2017/Trans/01/Policy dated 08.2.2018)

14.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credential, submitted by the tenderer shall

be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria" will be considered for evaluating his/their tender.

14.2 The tenderers shall submit a certificate that all their statement/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure XVI. In addition to this Annexure, in case of other than company and proprietary firm Annexure XVI(A) shall also be submitted by the each member of a partnership firm /Joint venture(JV)/ Hindu undivided Family(HUF)/ Limited liability Partnership(LLP) etc as the case may be. Non submission of affidavit by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualifying for the tender is concerned.

With the submission of the affidavit as mentioned above, the practice of verification of tenderer's documents by the Railways may be dispensed with. Following clause is added to the instructions to Bidders.

(a) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(b) In case of any wrong information submitted by tenderer, the contract shall be terminated. Bid Security, Performance Guarantee(PG) and Security Deposit(SD) of contract shall be forfeited and agency barred for doing business on entire Indian Railways for 2(two) years.

15 OPENING OF TENDER :

15.1 The tenders will be opened in the office of the Chief Administrative Officer, Construction, Southern Railway1st Floor, GCDA building, Ernakulam Jn-682 016.at the date and time mentioned. The tenderer who have participated in the tender can view the rates of all the tenderers after opening of tenders.

15.2 If the date of receipt and opening of tender is declared as a holiday at a later date, the tender will be opened on the next working day.

15.3 In the case of two packet tenders ,On the date of opening of tender, only the Packet-1 of the Tender Document i.e. "Technical Bid" will be opened. On evaluation of Packet 1, Packet 2 will be opened in the website at the office of the Chief Administrative Officer, Construction, Southern Railway, Ernakulam Jn-682016 on the date and time intimated. The Packet-2 (Commercial/Price Bid) of the tenderers who are not short-listed as a result of evaluation of Packet-1(Technical Bid) of the Tender Document will not be opened In the case of single packet tenders ,On the date of opening of tender, both technical and price bid will be opened.

16 CONSIDERATION OF TENDER :

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

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

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

16.4. If any of the reasons/conditions provided in the tender document are not satisfied the offer becomes invalid.

16.5. Provision of Make in India Policy 2017 issued by Govt. Of India, as amended from time to time, shall be followed for consideration of tenders.

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

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

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

17 CONDITIONAL OFFER AND ALTERNATIVE PROPOSALS BY TENDERERS:-

Tenderers shall submit offers that fully comply with the requirements of the Tender documents including the conditions of contract (including those connected to time for completion, etc.), design and specification requirements if any. Conditional offer or alternative offers will not be considered in tender evaluation and are liable to be rejected. The tenderer shall have no claims in this regard whatsoever.

18 PROCESS TO BE CONFIDENTIAL:-

Information relating to the examination, clarification, evaluation and comparison of tender and recommendations for the award of a contract shall not be disclosed to other tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a Tenderer to influence the Railway's processing of Bids or award decisions may result in the rejection of his Tender. The Packet-1 of the Tender Document i.e. "Technical Bid" opened on the nominated day will be considered for short-listing the tenderers as per the Eligibility Criteria and other

stipulations in the Tender Document. The tenderers who are short-listed as a result of evaluation will be intimated about the date and time of opening of their Packet 2 of Tender Document i.e. "Commercial/Price Bid" and the same will be opened.
The Bid Security of tenderers who do not get short-listed on evaluation of Packet-1 of the Tender Document i.e. "Technical Bid" will be returned by Railways only after finalization of the tender.
The "Commercial/Price Bids" of short-listed tenderers will be further evaluated for consideration and award of work, if found eligible and acceptable.

19 CLARIFICATION OF TENDER BIDS:-

Normally Post tender correspondence is not permitted. However, to assist in the examination, evaluation and comparison of offers received, the Railway may, at their discretion, ask any tenderer for clarification of his Bid, including break-up of unit rates. The request for clarification and the response shall be in writing or by FAX, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

A substantially responsive 'offer bid' is one, which conforms to all the terms, conditions and specifications of the tender documents, without material deviation or reservation. A material deviation or reservation is one

(a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, inconsistent with the tender documents, the Railways rights or the tenderer's obligations under the Contract; or
(c) whose rectification would affect unfairly the competitive position of other tenderer's presenting substantially responsive Bids.

If an offer is not substantially responsive, it will be rejected by the Railways and subsequent correction or withdrawal of the non-conforming deviation or reservation to make the response substantive is not permitted.

If the offer Bid of a Tenderer is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Railways may require the tenderer to produce detailed price analysis for any or all items of the Tender Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

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 and 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 upto two years..

The tenderer/s shall not increase his/their rate (even for any item) in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s in the event negotiations fail.

The Railways shall consider to award the contract to the Tenderer whose tender is substantially responsive to the tender document and whose offer has been determined to be the lowest among evaluated.

The authority for the acceptance of the tender will rest with the Competent authority to whom the power to accept the tender has been delegated who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

20.0 ACCEPTANCE OF TENDER:

The Railway reserves the right of not to invite tenders for any of the Railway work or works or to invite open or limited tenders and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

The authority for the acceptance of the tender will rest with the Competent authority to whom the power to accept the tender has been delegated who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary. The tenderers including the lowest tender shall have no claims in this regard.

The Tenderer whose tender is accepted shall be required to attend the Office of the Chief Administrative Officer / Chief Engineer / Dy.Chief Engineer, Executive Engineer (Construction) as the case may be in person, or if a firm or corporation, a duly authorised representative shall so attend, and to execute the contract documents within 7 days after receipt of notice issued by the Railway that such documents are ready. Failure to do so shall constitute a breach of the contract effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies available to the Railway including imposing ban or suspension of business with the tenderer and/or imposing penalties as deemed fit by the Railway.

The successful Tenderer shall be required to execute an agreement with the President of India acting through the Chief Engineer (Construction), Southern Railway for carrying out the work according to the Contract documents in the proforma at ANNEXURE VIII.

In the event of any Tenderer whose tender is accepted refuses to execute the contract documents as herein before provided, the Railway may decide that such Tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. The railway reserves the right to impose ban or suspension of business with the contractor and/or impose penalties as deemed fit by the Railway and the contractor shall not have claims whatsoever in this regard.

Every contract shall be complete in respect of the document it shall so constitute. The Contract documents shall include all or any of the documents listed in the definition for 'Contract' updated to the date of issue of tender notice for the work. It should be understood that every endeavor has been made by the Railway to update all the documents and the Tenderer shall take upon himself and provide for the work of any deficiency or error in this regard which may subsequently be discovered and shall make no subsequent claims

on account thereof. Not less than 3 (three) copies of the contract documents shall be signed by the competent authority and the Contractor and one copy given to the Contractor.

21 AWARD OF WORK:

Prior to the expiration of the period of tender validity/extended validity, the Railways shall notify the successful tenderer, in writing, that its Tender has been accepted. The notification letter (hereinafter and in the conditions of contract and contract forms called the "Letter of Acceptance") shall specify the sum that the Railways will pay the contractor in consideration of the execution and completion of the works as prescribed in the Tender Document and as agreed to in the negotiation corrected bid, etc. if any and also as decided by the Acceptance authority in terms of the conditions of the contract.
Until a formal contract is prepared and executed, the 'Letter of Acceptance' shall constitute a binding contract.

22 SIGNING OF CONTRACT:

Promptly after notification, the Railways shall prepare the contract agreement document and intimate the successful tenderer about the same.

Complete details of names, address and educational qualification proof shall be furnished by Successful tenderer before signing of agreement for the deployment of key personnel as indicated in Annexure-V.

Execution of Contract Document: The tenderer whose tender is accepted shall be required to appear in person, or if tenderer is a firm or corporation, a duly authorized representative shall appear at the office of the Chief Administrative Officer, Construction, 1st Floor, GCDA building, Ernakulam Jn-682 016 or concerned Deputy Chief Engineer's office and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

In case the Joint Venture is the successful bidder, the Joint Venture Agreement should be entered in to, by the Joint Venture Partners before the signing of Contract Agreement document mentioned above. The duly signed Joint Venture Agreement should be submitted along with the Performance Security to the Railways within fifteen days (15) of the receipt of letter of Acceptance.

23.0 PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 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 to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

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

(i) A deposit of Cash;
(ii) Irrevocable Bank Guarantee
(iii) Insurance Surety bond as per Annexure VII

Note:

1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only.
2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

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

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

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

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(ix) Twelve years National Defence Certificates;

(x) Ten years Defence Deposits;

(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

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

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

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

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

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

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

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

24. MEASUREMENTS BY THE CONTRACTOR (Applicable for works costing more than Rs 5 crores)

(Authority: Railway board letter No.2016/Trans/01/Policy dated 08.02.2018)

Unless otherwise stated in the GUIDELINES TO TENDERERS, measurements of the work shall be done by the contractor as per the instructions given by Railway board vide letter No. 2016/CE-I/CT/14/Measurement/1 dt 21.09.2017.

ANNEXURE- I

Submission Sheet
(Tender form first sheet)

Ref. No/Date……

To

THE PRESIDENT OF INDIA
Acting Through the
Chief Administrative Officer / Chief Engineer/
Deputy Chief Engineer/Executive Engineer (Construction),
Southern Railway

Name of the work:……
……
……

Tender Notice No……Item No……..

1. I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within months from the date of issue of letter of acceptance of the tender
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

   a) I/We do not execute the Contract Documents within 7 (seven days) of receipt of information from Railway that such documents are ready;

      I/We do not submit the Performance Guarantee within the time specified in the Tender document;

   b) I/We do not commence the work within 15 (fifteen) days after receipt of Letter of Acceptance for the work duly furnishing a programme for executing the work to the Railway for their approval.

4. (a) I/We am/are a Startup firm registered by …… Department of Industrial Policy and Promotion (DIPP) and my registration number is ……. valid upto ……. (Copy enclosed) and hence exempted from submission of bid security

5. We are a Labour cooperative society and our registration no.is ……..with…….. and hence required to deposit only 50% of Bid Security.

6. I/We agree that 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.

7. I/We also hereby agree to abide by the General and Special Conditions of Contract and to carry out the works according to the specification of materials and works laid down by Southern Railway in the Tender Documents. I/We also undertake to carry out the work in accordance with the said Specifications and Conditions of Contract, and to find and provide such of the materials (other than those to be supplied by the Railway) for, and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in the tender documents in all respects, and hand them over to you or your representatives within the period specified and to maintain the same for the period and in the manner provided in the Conditions of Contract.

8. I/We offer to do the above work at the specific rates/percentage rates quoted by me/us in the subject schedule and bind myself/ourselves to complete the work within the completion period specified from the date of issue of letter of acceptance of this tender as per the milestone statement furnished in the scope of work/Letter of Acceptance and as per the agreed programme of work. As the Tenderer/Contractor is expected to adhere to the progress of work as per mile stone statement attached along with this document and in case I/WE fail in achieving the mile stone and programme, I/We understand and agree that the contract is liable to be terminated at my/our fault and cost thereof, apart from penalties for the delays imposed at the discretion of the Engineer-in-Charge.

9. I/We am/are uploading the following scanned documents as required as per the Tender Documents:-

   a) Partnership Deed 'Joint Venture Agreement' details of consortium of firm (Annexure-III) etc.
   b) Power of Attorney.
   c) List of works executed year wise during the last three years along with their values.
   d) Credentials issued by the Department for whom the work was executed by the tenderer/s during the last three years (in the appropriate format).
   e) The documentary evidence from the employer/client showing the contractual amount received OR attested copy of the audited Financial Statements such as Trading, Profit and Loss Account OR Balance Sheet along with the certificate from the Chartered Accountant for the contractual amount received etc.
   f) Experience Certificate issued by the Department/other as permitted in the Tender Document (as shown in Annexure II).
   g) List of works on hand, their values and stage of completion (Annexure IV).
   h) List of engineering personnel employed for the work (Annexure V).
   i) Details of Plant and Machinery (Annexure VI).
   j) Reporting of employment of retired Gazetted Officers (Annexure VII).
   k) Declaration for employing no middle man (Annexure X).

l) Standard form of Certificate for eligibility (Annexure XVI & XVI(A) or V(A) of GCC

m) Bid capacity (Annexure XVII)

9. DECLARATION:

I/We, _____, declare that

(a) have examined and have no reservations to the Tender documents, including Addenda/Corrigenda issued by the Railway;

(b) offer to execute all the Works in conformity with the Tender Documents;

(c) commit to submit Security Deposit and Performance Guarantee in accordance with the tender Documents, if my/our tender is accepted;

(d) commit to deploy minimum key personnel and equipments consistent with the stipulation in the relevant special conditions of the Tender Document, if my/our tender is accepted;

(e) commit to submit a detailed programme in conformity with the milestones and completion period prescribed in the Tender Documents and method statements for all major activities and get these approved from the engineer prior to commencing work on such activities, and also understand that the work shall be executed as per the approved programme and the milestone statements without any deviations if my/our tender is accepted;

(f) commit to establish Testing Laboratory at the site of work with minimum Testing equipments indicated in the relevant specifications, if my/our tender is accepted;

and further declare that

(g) I/We am/are not banned from doing business with Railways;

(h) I/We do not have any partners who are individuals or partners of firms banned from doing business with Railways;

(i) I/We are not sister concerns/allied partners who were individuals or firms or partners of firms banned from doing business with Railways

(j) I/We,
……..further understand and agree that

a) if I/We were found during consideration of the tender to be a firm/individual or sister/allied concern or any individual or firms or partner of firms banned by the Ministry of Railways from doing business with Railways and ban is still in force, Bid Security remitted by me/us will be forfeited in full;

(b) if I/We were found during the course of execution of work to be an individual or firm or partner or firms or sister/allied concern of any individuals or firms

banned by the Ministry of Railway from doing business with Railways and the ban is still in force, my/our security deposit and Performance Guarantee will be forfeited in full;

(c) If I/We are found to be individual or firm or partner of firm or sister/allied concern of any individuals or firms banned by the Ministry of railway from doing business with Railways during the consideration of tender or during the execution of work, I/We are liable to be banned from doing business for further periods to be specified by Railways;

(d) Further for satisfying the eligibility conditions mentioned in the Tender Documents, I/We have uploaded attested copies of documents along with this tender in support of my/our claim of satisfying eligibility conditions. I/We understand that I/We have to produce the original documents if so demanded by the Railways. I/We understand that if any of the documents were found to be bogus at any stage, my/our Bid Security (before finalisation of tender) and/or security deposit and Performance Guarantee (after awarding work) will be forfeited in full and I/We are liable to be banned from doing business with Railways for any period to be specified by the Railways and also liable for legal proceedings against me/us.

(e) Further that I/We have uploaded full details of work on hand and progress thereon and I/We understand that if the information furnished by me/us were found to be false, my/our tender is liable to be rejected and Bid Security in full is liable to be forfeited. If it is found to be false at any stage, I/We are liable to be banned from doing business with Railways for any period to be specified by Railways and also liable for legal proceedings against me/us.

(f) Further I/We declare that I/We have not made any tampering or changes in the Bidding Documents on which the Bid is being submitted and if any tampering or changes are detected at any stage, we understand that the Bid will invite summary rejection and forfeiture of Bid Security / the contract will be liable to be terminated along with forfeiture of security deposit and Performance Guarantee at any stage of progress of the work; and

(g) Further I/We understand, agree and declare that you (Railway) are not bound to accept the lowest evaluated bid or any other bid that you may receive and I/We have no claim/demand whatsoever in this regard.

SIGNATURE OF THE TENDERER WITH SEAL Name

In the capacity of duly authorized to sign the Bid for and on behalf of

Date

ANNEXURE II

EXPERIENCE CERTIFICATE

(Issued for the purpose of quoting tenders of
Construction Organisation of Southern Railway).

1. Name and Address of the Tenderer/Contractor : M/s……..

2. Type of Firm : Proprietary Firm/Partnership Firm/JV/Others(specify)

3. The relevant details of works under :
   a) Name of work :
   b) Agreement No. & Date :
   c) Date of commencement of work :
   d) Date of Completion of work :
   e) Status of Final bill :
   f) Value of work completed as per last bill :
   g) Complete Postal address and name of the Organization where work was executed :
   h) Details of works completed(Item relevant to the tender to be furnished)

Description of work	Value in Rs.
i).Survey work / Soil Investigation	
ii). Earthwork	
iii) Blanketing Work(manual/mechanical to be indicated)	
iv).Bridgework	
a). RCC (including cement and steel)	
b). PSC (including cement and steel)	
c).Composite girder	
d). Pile work(including liner, cement and steel complete)	
v). Ballast (Supply including dumping if any)	
vi). Building works(details of special works to be indicated)	
vii). Structural steel work	
viii).Transportation work	
ix). Permanent way Work.	
x). Level Crossing Work.	
xi) Rail welding work	
xii) Any other work	

Place :
Date:

Deputy Chief Engineer / Railways.
Executive Engineer / Other Govt.
Dept/PSUs.

(WITH SEAL)

NOTES

1. For the purpose of single similar nature of work, the Experience Certificate should be uploaded while submitting this tender as per proforma given in Annexure II which can be filled up and signed by the tenderer based on the details furnished in the certificate issued by the Executive, in case the format issued by the Executive is different. The certified copies of relevant Experience Certificate are also to be uploaded.
1. The tenderer shall note that the tender received without the above details are liable to be rejected as they may not satisfy the eligibility requirements correctly and the decision of the Railway is final in this regard.

ANNEXURE III

CONSTITUTION OF THE FIRM

1. Full Name of the Contractor/s, Construction firm and year of Establishment

2. Registered Head Office and Address

3. Branch Offices/ in India

4. Address on which correspondence regarding this tender should be done

Note : Tenderer may note that the Railway Administration reserves the right to reject the offers received with wrong information or without authenticated details from the tenderers in the above format summarily and the tenderer shall have no claim in this regard.

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

We are/I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected at any stage.

We are/I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of the tenderer/contractor:
Date:
Address:

ANNEXURE IV

STATMENT OF WORKS ON HAND

Sl. No.	Name of the Organisation	Name of Work	Date of Award	Original Date of completion	Place of work	Value of works	Present Financial Progress in %age	Likely date of completion

Note: Tenderer may note that the Railway Administration reserves the right to reject the offers received with wrong information or without authenticated details from the tenderers in the above format summarily and the tenderer shall have no claim in this regard.

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

We are/I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected at any stage.

We are/I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of tenderer/contractor:

Date:

Address:

ANNEXURE V

LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE / PROPOSED TO BE EMPLOYED FOR DEPLOYEMENT OF THIS WORK

Sl. No.	Name & Designation	Qualification	Professional Experience	Organisation with whom working	Date from which the personnel will be available for this work
1.	2.	3.	4.	5.	6.

Note: Tenderer may note that the Railway Administration reserves the right to reject the offers received with wrong information or without authenticated details from the tenderers in the above format summarily and the tenderer shall have no claim in this regard.

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

We are/I am aware that if the information furnished above is found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected at any stage.

We are/I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of tenderer/contractor:

Date:

Address:

ANNEXURE VI

DETAILS OF MACHINERY TENDERER/CONTRACTOR WANTS TO PURCHASE / HIRE/AVAILABLE FOR THIS WORK

Sl. No.	Particulars of Equipment	No. of unit	Kind & make/firm from which to be hired	Capacity	Date by which the plant would be available for use on this work
1.	2.	3.	4.	5.	6.

Note: Tenderer may note that the Railway Administration reserves the right to reject the offers received with wrong information or without authenticated details from the tenderers in the above format summarily and the tenderer shall have no claim in this regard.

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

We are/I am aware that if the information furnished above is found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected at any stage.

We are/I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of tenderer/contractor:

Date
Address:

Annexure – VI A

(Bid Security)

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

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

Date:.....

Bank Guarantee Bond No.: Date:---------

In consideration of the President of India acting through (Designation & address of Contract Signing Authority), …….. Railway, ……., …. (hereinafter called "The Railway") having invited the bid for___through Notice inviting tender (NIT) No..__, We havebeen 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 BidSecurity.

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:

(i) Signature, Name & Address & Seal

(ii) 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.

Annexure – VI B

(Referencetopara5.2&12.15.2) EachbidderoreachmemberoftheJVfirmmust fillinthisformseparately

Name of the 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)

ANNEXURE VII

FORM FOR REPORTING OF EMPLOYMENT OF RAILWAY OFFICERS

Proforma to be filled in and signed by the Tenderer and uploaded along with the tender

Strike out whichever is not applicable

I. The undersigned :

(a) is a retired gazetted officer holding prior to retirement a pensionable/non-pensionable post in Engineering Department of Railway.

(b) is a partnership firm having as one of its partners a retired Engineer or a retired gazetted officer as aforesaid.

(c) is an incorporated company having any such retired Engineer or retired officer as aforesaid, as one of its directors.

(d) is having in my employment any retired Engineer or retired gazetted officer as aforesaid.

(e) has no such retired Engineer or retired gazetted officer so associated with me as stated above.

II. If falling under any of the above categories (a) to (d) particulars of the officer may be furnished hereunder :

(1) Post held before retirement .. _____

(2) Date of retirement .. _____

(3) If not retired at least ONE YEAR prior to date of submission of tender state whether permission for taking such contracts has been obtained from the President of India or any officer duly authorised in this behalf. .. _____

III. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in gazetted capacity in the Engineering Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder :-

(1) Name .. _____

(2) Designation .. _____

(3) Relationship .. _____

Note: Tenderer may note that the Railway Administration reserves the right to reject the offers received with wrong information or without authenticated details from the tenderers in the above format summarily and the tenderer shall have no claim in this regard.

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

We are/1 am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected at any stage.

We are/1am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of the Tenderer/contractor:

Name:

Address:

Date:

ANNEXURE VIII

FORM FOR AGREEMENT FOR WORKS CONTRACTS

Name of the work:

I. CONTRACT AGREEMENT No._____ dated ARTICLES OF AGREEMENT MADE this _____ day of _____ between the "President of India" acting through the Chief Administrative Officer (Construction) of Southern Railway Administration hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

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

III. AND WHEREAS the Contractor has deposited a sum of Rs._____ towards the earnest money AND WHEREAS the balance of security deposit after adjustment of earnest money of Rs._____ originally paid by the contractor is at the instance of the Contractor recovered at 6 (SIX) per cent of the value of the running bill till all the amount of security deposit of Rs._____is fully recovered.

IV. NOW THIS INDENTURE WITNESSTH that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said Bills of quantities set forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract within the stipulated period as mentioned in the special conditions of contract from the date of issue of letter of acceptance and will maintain the said works as stipulated in the schedule attached from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), AND the Railway both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof, at the rates specified in the Bills of quantities hereto annexed set forth in the annexure XI.

V. It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract which have been carefully read and understood by the Contractor, and the printed Schedule of Rates including the General and Operating Instructions contained in Pages (vi) to (viii) thereof, shall be binding upon the Contractor and upon the Railway Administration as if the same had been repeated herein and shall be read as part of these presents.

VI. The cost of stamp duty on the agreement shall be borne by the Railway Administration.

Signature of Witness
(with Address to
Signature of Contractor)

Contractor

Date : _____

Designation
Southern Railway
for President of India.

ANNEXURE - IX

BANK PARTICULARS REQUIRED TO BE SUBMITTED BY
THE TENDERER(S)

(a) Name of the tenderer/Contractor:

(b) Name of the Bank with address:

(c) SB Account No./Current Account No:

(d) MICR Code of the Bank: (For the purpose of releasing Payments/dues through EFT/NEFT)

(e) IFSC Code of the Bank:
(For the purpose of releasing Payments/dues through EFT/NEFT)

(f) PAN (Permanent Account No.):

(g) Specimen signature of the contract Signing / Executing Authority.

Date :

Signature of Authorised Signatory

ANNEXURE – X

PROFORMA FOR DECLARATION REGARDING "NO MIDDLEMAN"

(To be furnished individually by all partners of firm /Joint Venture.)

"I hereby declare and commit that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. I further declare and commit that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount ".

Date: Signature:

Name

Designation

Address

ANNEXURE-XI

FORM FOR ACCEPTANCE OF TENDER

(This is only for guidance. The issuing authority will decide the format and contents based on complete Contract Documents)

No.W.496/

Shri/M/s……..
……
……..
……..

Sir(s),

Name of work :

Tender Notice No: _____ Item No: ___

* * * * *

I accept the tender offered by you for the above work and agree to pay the rates as per rates in USSOR -2011 for Division [(i) TVC & PGT (ii) MAS, SA, TPJ & MDU] at the rates at par/enhanced/diminished by _____ percent/at par in respect of Annexure `A' and at the rates as entered in Annexure _____ (Items not covered by USSOR-2011) and lump sum rates for item given in Annexure _____. Based on these rates the value of contract works out to Rs.

The agreement for the contract for the above work shall be signed by you within 7 days of receipt of notice issued by the Railway that such documents are ready. The Letter of Acceptance is dispatched by registered post with acknowledgement due. This letter of acceptance forms part of the Contract documents governing this contract.

Please acknowledge receipt of this letter.

Name: Address: Chief Administrative Officer/ Chief Engineer (Construction)
for and on behalf of President of India

Place :
Date :

WITNESSES :
1 : Signature

Date :

Name:
Address:
2. Signature

Date

ANNEXURE -XII

FORM - JV - 1

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS

POWER OF ATTORNEY (TENDER)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney.

Know all men by these present, we . . . . . do hereby constitute, appoint and authorise Mr/Ms. . . . . who is presently employed with us and holding the position of . . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of including signing and submission of all documents and providing information/ responses to Southern Railway Construction Organisation representing us in all matters, dealing with Southern Railway Construction Organisation in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the . . . . . day of . . . . . 201…

(Signature of authorised signatory)

……
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness:

Witness1:		Witness2:	
Name	:	Name	:
Address	:	Address	:
Occupation	:	Occupation	:

Notes:

i) To be executed by all the partners individually, in case of a Joint Venture.

ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE XIII FORM -JV - 2

FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF JOINT VENTURE (JV)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney.

POWER OF ATTORNEY (EXECUTION)

Whereas Southern Railway Construction Organisation has invited Tender for the work of

Whereas, the members of the Joint Venture comprising of M/s. . . . . M/s. . . . . and M/s. . . . . , are interested in submission of bid for the work . . . (insert name of work). . in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection with the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. . . . . , hereby designate M/s. . . . . , being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Tender for the contract, including submission of Tender, participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of Tendering till the contract agreement is entered into with the Southern Railway Construction Organisation and thereafter till the expiry of the maintenance period.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Joint Venture.

Dated this the . . . . . day of . . . . . 200..

……..……
(Signature)

. ……..
(Name in Block letters of Executant)
Seal of Company

Witness1:		Witness2: Name	
	:	Name	:
Address	:	Address	:

Occupation : Occupation :

Notes:

i) To be executed by all the partners individually, in case of a Joint Venture.

ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE
XIV FORM
- JV - 3

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)
FOR JOINT VENTURE PARTICIPATION

BETWE
EN

M/s…….having its registered office at …… (hereafter referred to as FIRST PARTY) acting as the Lead Partner and M/s……..having its registered office at ……(hereafter referred to as SECOND PARTY) and M/s……..having its registered office at ……(hereafter referred to as THIRD PARTY) in the capacity of a Joint Partner of the other part.

The expressions FIRST PARTY, SECOND PARTY and THIRD PARTY shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; Southern Railway Construction Organisation (hereinafter referred to as "CLIENT")
has invited bids for ……..(insert name of work)
……..
……

…." NOW, THEREFORE, THE PARTIES AGREE AS

FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
   i) Notice for bid,
   and ii) Tender
   document
   iii) Any Addendum/Corrigendum issued by (Southern Railway Construction organization)
   iv) The Tender submitted on our behalf jointly by the Lead Partner.

2. The 'Parties' have studied the documents and have agreed to participate in submitting a
   'Tender' jointly.

3. M/s…….shall be the lead member of the JV for all indents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of Tender proposals, the parties agree to nominate M/s……..as the Lead Partner duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. The said Lead Partner shall deal with the tender, 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 tender/contract.

4. The 'Parties' have resolved that the distribution of share and responsibilities is as under:

a) Lead Partner share …….%;
Responsibilities. i)
……
ii) …….. . iii) ……

b) Joint Venture Partner's share ----------%
Name ……
Responsibilities. i) ……
ii) …….. . iii) ……..

c) Joint Venture Partner's share ----------
-%
Name
……
Responsibilities. i) ……
ii) …….. . iii) ……..

The name of the Joint Venture firm is…… and the address is……

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV 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 Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project. After the contract is awarded, the constitution of the JV firm shall not be altered during the currency of the contract except when modification become inevitable due to succession laws etc., and in any case the minimum eligibility criteria laid down by the CLIENT Railways should not get vitiated. Such approval for change of constitution of the JV firm shall be at the sole discretion of the CLIENT Railways.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

Till the award of the work, Earnest Money and all other bonds/guarantees furnished to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture. The Bid Security submitted may be deemed as Bid Security submitted by the JV firm. After award of the work to JV firm, a single

performance guarantee shall be submitted to the CLIENT Railways. All the guarantees like performance guarantee, bank guarantee for mobilisation, machinery advance etc., shall be made only in the name of JV firm and no splitting of guarantees among the members of the JV firm shall be made.

9. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works or any liabilities sustained by the Joint Venture.

10. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

11. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

12. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with The Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be Ernakulam.

13. VALIDITY

This MoU/JV Agreement shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.

a. The Tender submitted by the joint venture is declared unsuccessful, or
b. Cancellation/shelving of the project by the client for any reasons prior to award of work
c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.
d. The JV agreement 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.

14. This MOU is drawn in ……number of copies with equal legal strength and status. One copy is held by M/s……. and the other by M/s. & …..M/s……. and a copy submitted with the proposal.

15. This MOU shall be construed under the laws of India.

16. NOTICES

All notices/ correspondences with respect to the contract would be sent to the authorized member/Lead Partner of the JV firm having the following Address.

Lead Partner/Authorised Member ------- ----------
---- (Name and
Address)

17. The parties to the JV also certify that they have not been blacklisted or debarred by Railways or any other Ministry or Department of the Government of India/State Government from participation in tenders/Contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s……	M/s……	
M/s……		
…….	…….	
…….		
(Seal)	(Seal)	(Seal)

Witness:

1. …….. (Name & Address)
2. …….. (Name & Address)

ANNEXURE XV
FORM - JV - 4

DRAFT FORMAT OF JOINT VENTURE AGREEMENT

1. To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.

2. The JV agreement shall be as per the MOU signed and be in line with the same submitted in the tender. It shall take care of the conditions in the tender documents fully and correctly without which the agreement is liable for rejection.

3. The JV agreement shall be structured generally as per contents list given below:-

A. CONDITIONS AND TERMS OF JV AGREEMENT

1. Definitions and interpretation
2. Joint Venture – include Equity of members, transferability of shareholding of equity of a partner leaving during the subsistence of the contract.
3. Proposal submission.
4. Performance – To indicate scope of responsibility of each member
5. Language and law
6. Exclusively
7. Executive Authority
8. Documents
9. Personnel
10. Assignment and Third Parties.
11. Severability
12. Member in Default
13. Duration of the Agreement
14. Liability and sharing of risks
15. Insurance
16. Sharing of Promotion and project costs, Profits, Losses and Remuneration
17. Financial Administration and Accounting
18. Guarantees and Bonds
19. Arbitration
20. Notices
21. Sole Agreement and Variation

B. SCHEDULES

1. Project and Agreement particulars
2. Financial Administration Services
3. Allocation of the obligations
4. Financial Policy and Remuneration

ANNEXURE XVI or
ANNEXURE V OF GCC

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

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

M/s. _____(hereinafter called the tenderer) for the purpose of the tender documents for the work of _____ as per the tender No. _____ of (Office of the Chief Administrative Officer, Construction, Southern Railway, Ernakulam jn-682016) 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 form 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 undersigned that if the contents of the certificate submitted by us found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period 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 at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and performance guarantee and may also lead to any other action provided in the contract including banning of business for a period 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)

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

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

ANNEXURE-XVI(A) or ANNEXURE VA of GCC

(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 lam/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated

ANNEXURE –XVII

SOUTHERN RAILWAY

TENDERER'S CREDENTIALS (BID CAPACITY)

For tenders having advertised value costing more than Rs. 20 cr. or as prescribed by Railways through instruction/NIT issued for the work, the tenderers who meet the minimum eligibility criteria will be qualified only if their available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] –
0.33xNx 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 the tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to the tenderer but not yet started up to the date of inviting tender

Note:

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

(g) In case, the available Bid Capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

ANNEXURE- XVII
Reference Para 16.(4)

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: …… Expiry Date:
……

WHEREAS, In consideration of the President of India acting through
……
(Designation & address of contract signing authority),.....Rai1way,..... (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of .XXX' under invitation for bids No ,XXXX Dated XXXXX, Vide Letter of Acceptance No. …….

AND

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

SB No: Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX ((Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety,hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned ful1 amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their

respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any
dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated the day of 2024

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

*****

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

PART " C "

SPECIAL CONDITIONS OF CONTRACT

25. PROGRAMME OF WORK:

1. Programme of work showing the activities sub-work wise for completing the whole work within the stipulated period of completion with monthly milestones in consultation with the Executive Engineer-in-charge of the work as per the Mile-stone statement furnished in the scope of work/enclosed to this Letter of Acceptance, or as per the agreed programme.. Acceptance or otherwise of a revised programme submitted by the contractor to the Railway is purely the discretion of the Engineer and the contractor shall have no claims whatsoever in this regard.
2. The contractor shall also submit the methodology they/he prefer to use for tackling the important and large items and Milestone Statement.
3. Non-submission of the programme/methodology as envisaged above will be treated as a failure of the contractor and shall entitle Railway to terminate the contract under Clause 62 of the General Conditions of Contract and/or take action as deemed fit by the Railway.
4. This is to reiterate that the Railway reserves the right of terminating the contract at any stage of review of the progress, if the above agreed programme(s) are not adhered to within the margin of 10% as envisaged in Clause62(1)(viii)oftheGeneralConditions ofContract.
5. If the contract is terminated due to the failure of contractor, Railway reserves the right to invite one or more tenders for the completion of balance work separately or combined with other similar work.
6. Railway reserves the right of terminating the contract even if the completion period is expired in the event the contractor has not sought extension and Railway has not taken necessary action for terminating the same within the validity period. Also Railway reserve the right to claim damages under clause 62 of General Conditions of Contract in addition to any other rights available to it under the law.

26. PROJECT MONITORING SYSTEM AND ISSUE OF COMPLETION CERTIFICATE:

26.1 ProjectMonitoring:

(i) A system of project monitoring system will have to be introduced by the contractor and the same shall be available at site of work. The work shall be monitored monthly/quarterly basis or as required by the Engineer.

(ii) The contractor will be required to submit monthly progress report of the work in a computerized form. The progress report shall contain the following apart from whatever else may be required to be specified:

(i) Introduction, giving a brief scope of the work under the contract and the broad structural or other details.

(ii) Approved programme of work.

(iii) Construction schedule of the various components of the work, through a bar chart for the next three quarters or as may be specified, showing the milestones, targeted tasks and up to date progress.

(iv) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any in a tabular format.

(v) Plant and Machinery statement, indicating those deployed in the work, and their working status.

(vi) Man-power statement.

(vii) Progress photographs, in colour, of the various items/components of the work done up to date, to indicate visually the actual progress of the work.

(viii) Quality assurance and quality control tests conducted during the month, with the results thereof.

(ix) Any hold-up shall be specified. Dispute, if any, shall also be highlighted

(iii) For effective Project Monitoring, the contractor will be required to install at his cost a Computer along with suitable Software like, MS Project at the site of work.

27.0 `ISSUE OF COMPLETION CERTIFICATE

As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work

28.0 SECURITY DEPOSIT:

28.1 The Bid security deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Bid security shall be 5% of the contract value. Bid Security may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, 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.

28.2 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.

28.3 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.

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.

28.4 (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) of General Condition of Contract and execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1) of General Condition of Contract

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

(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 GCC will be payable with interest accrued thereon.

29.0 INCOME TAX AND OTHER TAXES, DUTIES, ROYALTIES, SEIGNORAGES ETC:

The accepted rates should be deemed to include all taxes direct or indirect including Income Tax leviable under Central/State or Local Bodies Act or Rules

30.0 CESS ON COST OF CONSTRUCTION:

The tenderer for carrying out any construction work in the relevant State (Tamilnadu/Kerala/Karnataka/Andhra Pradesh/Pondichery) must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the relevant State Government and submit certificate of Registration issued from the Registering Officer of the relevant State Government(Labour Department). For enactment of this Act, the tenderer shall be required to pay cess @1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

31.0 GST:

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

Tenderers will examine the various provisions of The Central Goods and services Tax Act 2017(CGST)/Integrated Goods and Services Tax Act 2017(IGST)/Union Territory Goods and Services Tax Act 2017(UTGST)/respective state's State Goods and Services Tax Act(SGST) also, as notified by Central / State Government & 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.

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.

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.

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.

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.

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

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

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

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

32.0 OTHER TAXES AND DUTY:

The accepted rates should be deemed to include all taxes/duties direct or indirect including Income Tax leviable under Central/State or Local bodies Act or Rules.

33.0 ADVANCES TO THE CONTRACTOR

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

33.1 MOBILISATION ADVANCE

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

a) Mobilisation Advance:-

This shall be limited to10% of the Contract value and shall be paid in 2 stages:

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

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

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

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

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

33.2 ADVANCEAGAINSTMACHINERYANDEQUIPMENT –

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

The advances under sub clause (31.1) and (31.2) above, are subject to the following conditions -

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will be on pro-rata basis. Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

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

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

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

(vi) Manner of payment: Unless otherwise specified payments to the contractor will be transferred electronically to his bank account

34.0 STUDY OF DRAWINGS AND LOCAL CONDITIONS:

34.1 The drawings for the works can be seen in the office of the Chief Administrative Officer, Construction, Southern Railway, 1st Floor, GCDA building, Ernakulam Jn-682 016 and in the office of field Dy.Chief Engineer's office. It should be noted that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of work according to the circumstances without making the Railways liable for any claims on account of such changes.

34.2 The Engineering descriptions in the approved drawings normally govern the executions. However, for effecting payment, the description of items in the schedule is final and governing the contract. If there is any variation between the description in the tender and the detailed plans, the Engineer-in-Charge will operate the correct description and his decision is final and binding on the tenderer/contractor

34.3 The Tenderer/Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, land, space and other factors relating to the works, availability of labour, electricity and water, etc., before quoting his rates. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the schedule. The Tender submitted will be deemed to have been made after such inspection. Subsequent claims on non-availability of approach, land/space etc. shall not be entertained.

35.0 DRAWINGS FOR WORKS:

35.1 The percentage rates for the schedule items and itemised rates for the non-scheduled items quoted by the tenderer as may be accepted by the Railways will, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.

35.2 It should be specifically noted that some of the detailed drawings may not have been

finalized by the Railway and will, therefore, be supplied to the contractor as and when they are required and demanded for work. No compensation whatsoever on this account shall be payable by the Railway Administration. However, standardized arrangements only will be used in the drawings following industry practice as regard to designs and the contractor is at liberty to check the same at the time of tendering.

35.3 No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or detailed drawings and design and/or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.

36.0 SERVICE LANDS AND ROADS:

36.1 The Railway does not undertake to provide any service lands or roads for the movement of the contractor's vehicles or for providing labour/camp shed and site offices. It is the responsibility of the contractor to arrange all service lands, roads etc., at his own cost for efficient and effective working of the contract. The Railway shall not compensate the contractor for any such cost involved. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor.

36.2 In the event of the contractor forming the service roads where Railway land is not available or cannot be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect. Subsequent claims raised on account of non-availability of land/space, approach, etc. for doing the work in delay or additional or enhanced cost shall not be entertained. Railway does not take any responsibility for contractor using private land or any other land.

37.0 SETTING OUT OF WORKS:

37.1 The Contractor shall be responsible for the true and proper setting out of the works for correctness of the position, level, dimensions and alignment of all parts of the work and for provisions of all necessary pegs, reference pillars, instruments, equipments and appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position of levels, dimensions or alignments at any part of the works, the Contractor on being required to do so by the Engineer-in-charge shall at his own expense rectify such errors to the satisfaction of the Engineer-in-charge and he shall carefully protect, preserve, secure all bench marks, site rails, pegs, reference pillars and other things used in setting out of the works.

37.2 The Contractor shall have sufficient number of survey instruments such as theodolites, leveling instruments, leveling staff etc., and arrange to set out the alignment at his cost and also establish necessary reference pillars as required and directed by the Engineer. He must set out the location of piers and abutments.

37.3 The Contractor must establish sufficient number of bench marks at close intervals as directed by the Engineer-in-charge and take cross sections at specified intervals in the

presence of the Engineer or his representative which shall be jointly signed. Necessary level books will be supplied by the Railway for recording these levels. The Earthwork/ cross sections based on these will be plotted in graph sheets by the Contractor and submitted to the Railway along with the relevant level books and calculations for the quantities of earthwork for necessary check and approval.

37.4 The Contractor must take up the work only after submitting the level books, cross section sheets, quantities and after these are finally approved by the Engineer-in-charge. Similarly on completion of the work, necessary cross sections must be taken, plotted in the sheets and the quantity worked out and submitted to the Railway for verification and checking. No extra payment would be made for this and the rates for earthwork are deemed to be inclusive of this.

37.5 No separate payment will be made for site clearance or jungle clearance or shrub clearance, brush wood, grass and other obstructions including small trees of girth not exceeding 30cm., either in connection with cuttings or banks or bridges etc. and the rates accepted in this contract are deemed to include all such costs except dismantlement of structure if any which will be paid for suitably under BSR.

38.0 REGARDING OBSTRUCTIONS:

38.1 Any obstructions such as service lines, water pipe lines, cables, sewerages etc., met with during the progress of the work shall immediately be reported to the Engineer-in-charge. The contractor shall make necessary arrangements for removal of such obstructions.

38.2 If the existing mains are affected during excavation of foundations, Temporary/Permanent arrangements for maintaining continuous flow though the sewer/water mains will have to be made by the Contractor, with the approval of the Engineer, duly realigning the sewer/water mains, underground cables, etc.Extra cost if any required will be decided by negotiating rates or shall be got done through separate agencies.

38.3 The works shall be carried out without any interference to the normal working of the Railway track and structures.

38.4 The Contractor shall be responsible for any loss/damage to Railway and public property or third party's property. If it occurs during the course of execution, the Railway reserves its right to have the damages made good by the Contractor.

38.5 The contractor must ensure the safety of labourers engaged by him during the course of execution of work and/or while crossing the track and the Railway will not be responsible for any injury or loss including life in any unfortunate event, sustained by the labourer or for any fatal accident and the Contractor should bear all the loss and expenditure involved including any compensation payable under the laws of the land.

38.6. The safety of the moving traffic and public in the area of work shall also be at the sole risk and responsibility of the contractor who shall take maximum care to safeguard them from any eventualities arising from, out of and during the course of the work.

38.7. Further, the contractor shall indemnify the Railway in respect thereof, irrespective of the scheme of work approved by the Railways and contractors are fully responsible for the consequences in the case of incidents/accidents occur at the site of work.

39.0 WATER SUPPLY:

39.1 Special attention of the tenderer/contractor is drawn to Clause 31 of the General Conditions of Contract on Supply of Railway water for the works. The Contractor has to make necessary arrangements for supply of potable water at his own cost for concreting, curing and for any other use. If however, Railway's surplus water supply is available in Railway vicinity and if the Contractor requests the Railway, the Railway to supply water, at its sole discretion may agree to provide the same on terms and conditions as may be agreed upon between the Railway and the Contractor. Chemical analysis of water and other ingredients shall be done from time to time as desired by the Engineer-in-charge at the cost of the Contractor. If the contractor uses Railway water unauthorisedly, penal charges as determined by the Railway shall be levied.

40.0 ELECTRIC SUPPLY:

Special attention of the contractor is drawn to Clause 31 of the General Conditions of Contract on Supply of Railway electric power for the works. Railways do not guarantee supply of electricity to any of the Contractor's works. The Contractor shall make his own arrangements at his cost, for the supply of electricity for the works. If however Railway's electricity is available in the vicinity and if the Contractor requests for the same and if the same are to be provided due to compelling circumstances, the Railways at its sole discretion may agree to provide the same on terms and conditions as per the rates in force and as may be agreed upon between the Railway and the Contractor. If the contractor uses Railway electric power unauthorisedly, penal charges as determined by the Railway shall be levied.

41.0 MATERIAL, TOOLS & PLANTS

41.1 The materials that are to be supplied and used for the work by the Contractor should be got approved by the Engineer-in-charge before use / procurement.

41.2 Contractor should make his own arrangements for the required vehicles, earthwork machinery (such as poclain, dozers, scrappers, plants & blasters, hammers, excavators dumpers/tippers, vibrators, tractors), concreting machinery (such as batching plants, loading/unloading machinery), cranes, lorries, etc., and other tools and plants, machinery like earth work compacting equipment, equipment for testing soils, etc., for the expeditious progress of work and operate them at his own cost with his men and consumable stores and ensure their availability in working condition during the works. The plant and machinery indicated under relevant special conditions are absolutely minimum and essential for the work. If the plant and machinery are not available in working condition during the progress of work, Railway Administration reserves the right to terminate the work at the cost and responsibility of the Tenderer /contractor at any stage or to impose penalty at the discretion of the Engineer in charge and the tenderer/contractor shall have no claim whatsoever in this regard.

41.3 Stage Payment for Steel :- This is applicable for contracts value more than Rs.15 crore.

41.3.1 75% Stage Payment for supply of Steel will be made, subject to the following:-

(i) The material shall be strictly in accordance with the contract specifications. This is applicable only if the tender schedule provides for individual Non-schedule/USSOR supply item/rate for steel separately and no other payment conditions is specified in the schedule elsewhere;

(ii) The material shall be delivered at site and properly stored in measurable stacks;

a. The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time; However, the supply shall be restricted to 30% of the Schedule quantity at any point of time unless otherwise specifically asked for by the Engineer and further payment of this stage payment will be eligible only after the previous supply is consumed.

(iii) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipts and use of material;

(iv) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an Indemnity Bond in prescribed format;

(v) Before releasing the Stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.;

(vi) Stage Payment in all such cases shall not be more than 75% of the rate of supply of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work;

(vii) The Price Variation claim for supply of steel would continue to be governed as per extent PV Clause and with reference to delivery at site.

STAGE PAYMENT FOR STRUCTURAL STEEL:
STAGE PAYMENT SCHEDULE

Sl. No	Description of Stage completed	% Payment to be released
1	Receipt of Structural steel at site/Workshop	40%
2	Fabrication & Transporting to site	20%
3	Assembling and Erection/Launching	25%
4	Satisfactory Completion of work in all respects	15%

The following conditions shall be strictly adhered to :-

(i) Stage payment for Supply of Structural Steel is applicable for all Contracts involving Supply & Fabrication of Structural Steel.

(ii) (a) In case of Contracts of value upto Rs.15 Crores, Stage payment will be made on submission of irrevocable Bank Guarantee, covering the respective stage amount. The Bank Guarantee shall be valid up to the period covering the actual use of steel in the work.

(ii) (b) In case of Contracts value more than Rs.15 crores, Stage payment will be made on submission of Indemnity Bond in the prescribed format covering the respective stage amount, with validity upto the period covering the actual use of steel in the work, duly vesting the ownership of the steel with the Railways.

(iii) The quantity of Structural steel shall be brought to the workshop/site only in such installments that would facilitate smooth progress of work and consumed in a reasonable time. However, the supply shall be restricted 30% of the schedule quantity at any point of time, unless otherwise specifically ordered by the Engineer-in-charge and further payment for this quantity will be eligible only after previous supply is used.

(iv) Structural Steel shall be delivered at Workshop/Site and properly stored in measurable stacks at Contractor's cost and protected against damage, deterioration, theft etc. to the satisfaction of Engineer in-charge.

(v) Proper accountal in the Materials Register is to be maintained in the prescribed Format at the site for the Receipts and use of steel.

(vi) The Contractor shall insure the steel at his own cost in favour of Railways against theft damages etc.

(vii) Price Variation Claim for Structural Steel would continue to be governed as per the extant Price Variation Clause and with reference to the delivery at site.

(viii) All Materials received shall be inspected by the Nominated Inspecting Authority and payment shall be made only after satisfactory passing of stipulated tests as per Specifications/Codal Provisions and production of the relevant Test certificates as required

42.0 ANTI LARVAL TREATMENT:

The Contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer on the advice of the Railway Medical Authority and where the use of insecticides is involved, it shall be made in accordance with the provision of the Act and Rules in this behalf, at the cost of the Contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.

43.0 DISPOSAL OF SURPLUS EXCAVATED MATERIALS:

43.1 The Contractor shall at all time keep the site free from all surplus earth, surplus materials and all rubbish which shall arise from the works and should dispose off the surplus excavated materials as ordered by the Engineer-in-charge failing which it will be done at the cost of the Contractor and cost will be deducted from his dues.

43.2 The Contractor shall within 15 days of completion of entire works remove all unused surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions as per GCC 40(2).

44.0 DISMANTLING OPERATIONS:

44.1 Dismantling operations are to be carried out at the sole risk and liability of the Contractor. The Contractor shall take due care to ensure that during dismantling, released materials, debris etc., do not fall down and cause any obstruction to the running track/overhead electric traction or injury to the staff or labourers.

44.2 Released materials and other debris of dismantling should be removed and stacked at places as directed by the Engineer-in-Charge and no extra lead or lift shall be paid on this account.

44.3 All materials shall be stacked sufficiently clear of the tracks and shall remain without any possibility of infringing the minimum fixed structure dimensions. Materials shall also not be unloaded or stacked over signal wires, cables or other gear or any such items to avoid interference to the existing running lines.

45.0 EMERGENCY WORK :

45.1 In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction, completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may with its own

workmen or any other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Chief Engineer/Construction to the contractor.

45.2 In the event of any accidents/ natural calamities, Railway reserves its right to draft the vehicles and Plant & Machinery of contractors to attend to the emergencies. Hire charges and other costs will be determined by the Engineer-in-charge.

46.0 NIGHT WORK :

The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same

47.0 TRANSPORTATION OF MATERIALS:

47.1 Handing over of materials to Contractor or his nominated representative will be on vouchers and the materials thus issued are to be accounted for by the Contractor and he shall be held responsible for any shortages or breakages till the materials are taken over by the Engineer's representative at the destinations.

47.2 Contractor's special attention is drawn to the "Indian Railways Unified Standard Specifications (Works & Materials) 2010 Vol.I&II"of the Engineering department.

47.3 The Unloading and stacking time will be restricted, if there are goods/special trains running on the section to be crossed during unloading of Rails or any other materials and the Tenderer/Contractor is required to attend to the work within the available restricted time and no claims will be admitted on this account.

47.4 While handling the Materials such as Rails or any other materials care should be taken by the contractor not to break or damage the edges or ends of the Rails and if any damage or breakage occurs to the Ty.Girders/Bridge slabs during handling, the contractor shall be solely responsible for the same and the cost of such damage/breakage will be recovered from the contractor.

47.4.1 Special care should be taken while unloading and handling rails as enumerated below:

(i) Unloading of Rail panels/rails should be done from end unloading rakes with chute arrangements or by engaging cranes as prescribed by the Engineer.

(ii) Rails after being unloaded should be kept to rest on foot and not on sides.

47.5 All precautions to ensure safety of workmen must be taken while leading, unloading, stacking and also while leading the materials by road, traffic rules should be strictly followed and the Contractor should indemnify the Railway against any claim due to accidents and unforeseen incidents.

47.6 No extra payment will be made for lift / descent while loading, unloading and stacking of the materials.

48.0 CROSSING OF TRACK:

48.1 The rate quoted by the tenderer shall be inclusive of any additional labour etc., for leading the material across the running track and no extra wage shall be paid for the same.

48.2 All materials shall be stacked sufficiently clear of track and shall remain without any possibility of any infringing the minimum fixed structure dimension Materials shall also not be unloaded or stacked over signal wire, cables, or other gears or any such items to avoid infringement to the existing running track. Machineries and working of machineries shall also not infringe minimum fixed schedule of dimension at any stage or working and restrictions imposed in electrified territory.

48.3 The Contractor will also be held responsible for any accident, loss or damage or detention of trains caused due to any lapses on the part of the contractor during the course of work, as observed and decided by the Railway.

48.4 Necessary caution order/line block will be arranged by the Railway with the request of the contractor where inevitable.

49.0 UNFORESEEN ITEMS OF WORKS:

In the course of work, any unforeseen item of work, not already covered by the accepted schedule of rates is required to be executed, the same shall be executed by the contractor at the rates set forth in the Unified Standard Schedule of Rates, 2011 modified by the tender percentage. Where such items are not contained in the Unified Standard Schedule of Rates, 2011, the rates for the same shall be fixed by mutual agreement, as prescribed in Clause No. 39 of GCC.

50.0 MAINTAINING RECORD OF CONSTRUCTION WORK :

50.1 The contractor shall maintain accurate, 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.

50.2 The following registers will be maintained at site by the contractor:

i. Site Order Register:

The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The contractor to the Engineer shall report the compliance in good time so that it can be checked.

ii. Cement Register:
This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity. The quantum of work done for the cement issued on particular date will also be mentioned.

iii. Steel Register:
This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel is used.

iv. Labour Register:
This register will be maintained to show daily strength of labour in different categories employed by the contractor.

v. Plant and machinery Register
This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor

vi. Log book of events

vii Compaction Register

viii. Soil samples Test Register.

Ix. Other registers ordered by the Engineer

51.0 DEPLOYMENT OF GRADUATE ENGINEERS AND DIPLOMA HOLDERS :

51.1 In terms of provision of new Clause 26.A to the General Conditions of Contract(GCC) Contractor shall also employ following Qualified Engineers during execution of the allotted works:

a. One Graduate Engineer when cost of the work to be executed is Rs.200 lakhs and above. And

b. One qualified diploma holder when cost of the work to be executed is more-than Rs.25 lakhs but less than Rs.200 lakhs.

51.2 Contractor should also maintain a site office at his own cost where he or his authorized representative would be available for taking instructions and discussions. In addition, technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay an amount of Rs.40000/- (Rupees Forty Thousand only) in case of Graduate Engineer and Rs.25000/- (Rupees Twenty Five Thousand only) in case of Diploma holder, for each month of default period or part thereof for the default period. Diploma for this purpose includes Diploma in Railway Engineering awarded by IPWE(India) for track related works).

51.3 In case of track linking works, the contractor should also engage a Retired Permanent Way Mate (technical) or above grade to supervise track linking works till completion of maintenance period. In case, contractor fails to employ the above said staff, he shall be liable to pay an amount of Rs.10,000 (Rupees Ten Thousand) each month for the period of default.

51.4 The decision of the Engineer-in-charge as to the period for which the required technical staff is to be employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

52.0 CONTRACT LABOUR & SAFETY:

52.1 Workers Compensation Act, Labour Welfare Act and other relevant acts of the land including Bonded Labour System (Abolition) Ordinance 1975 would apply to the present contract. The Contractor shall duly observe the provisions thereof.

52.2 The contractor must ensure the safety of labourer engaged by him during the course of execution of work and/or while crossing the track. The railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the contractor should bear all the loss and the expenditure involved.

52.3 The contractor will have to make his own arrangement for a sharp look out for train approaching the work spot and warning the labour working on the track sufficiently in advance.

52.4 Railway land, if available, may be allotted to the contractor for the erection of camp sheds, site office, labs, casting yards, fabrication yards etc., on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

53.0 PROVISIONS OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952(Authority Railway Board Lr.No.2012/CE-I/CT/0/22 dt.14.12.2012)

The Contract shall comply with the provisions of Para 30 and 36-B of the Employees Provident Fund Scheme, 1952: Para 3 and 4 of Employees Pension Scheme, 1995: and para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976: as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

54 PRECAUTION TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS.

54.1 No Contractor's lorries or road vehicles shall be operated so as to affect the safety of trains. They should work well outside the moving dimensions.

54.2 All locations, where construction activity is in progress adjacent to existing railway lines, should be cordoned off with proper barricades. The most vulnerable locations shall be barricaded with rail barricades projecting at least 1m above the ground. At all other locations, barricades of not less than 1.5m height, consisting of bamboo/casuarinas poles and supported horizontally by similar bamboo/casuarinas poles should be provided. These barricades should be provided at a distance of approximately 3.5m from the centre line of track as directed by the Engineer-in-charge. Contractors will be paid separately for this barricading as per relevant items for in Tender Schedule. Most vulnerable locations will be where the visibility for the train driver is poor, where the curvature of the track is very sharp or any other location as decided by the Engineer-in-charge.

54.3 All the barricades are to be painted or stuck on with red luminous paint/strips at suitable intervals on the barricades.

54.4 The entry to new banks, which run alongside the existing track, should be protected by barriers, which can be closed and opened whenever necessary. No extra payment will be made for providing these barriers and contractor's rates should be inclusive of the same.

54.5 Barriers shall also be provided by the Contractor in the case of doublings, particularly at the existing level crossings where there is every possibility of Road vehicles entering the finished formation. These barriers are to be opened only for the movement of Railway contractors' authorised vehicle or other Railway Vehicles. No extra payment will be made for this and Contractor's rates should be inclusive of the same.

54.6 Road vehicles employed by the contractor should have the certificate for its road - worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counseled, certified and are provided with photo Identity Cards.

54.7 Wherever the work requires the movement of road vehicle within a distance of 3.5 to 6 m from the centerline of the nearest track, such work shall be done only in the presence of Railway employees authorised by the Engineer-in-charge.

54.8 The driver of the vehicle shall always face the track. When reversing the vehicle and whenever he cannot face the track, for whatever reason, he shall be invariably assisted by a helper with a whistle who should guide him and ensure safety.

54.9 All work sites shall be supervised by the contractor's representative as also a representative of the Railway Organisation. Whenever work of plying road vehicle within 6 m zone is actually in progress, Look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorised to carry out these duties. Authorisation will be issued to the individuals, by the representative of the Engineer-in-charge. One Railway's supervisor will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, Lookout men shall patrol the beat as identified by the representative of the construction organisation to ensure the safety of the running trains, especially from any infringement.

54.10 Representative of the Engineer-in-charge of the Construction organisation will be responsible for the general superintendence and deployment of lookout men and supervisors at each work site.

54.11 Working alongside the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer-in-charge of the construction activity. Where night work is permitted, lighting of the work site as required should be done.

54.12 The Contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in charge of the vehicle while driving or at rest. The person in charge of the vehicles and the attendants shall, at all times, be vigilant and on the lookout for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention.

54.13 The Contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other directions of any look out men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that railway may make in this regard.

54.14 Any breach of these conditions by the Contractor and/or his agents affecting the safety of movement of trains, engines, or other rolling stock of the Railway, shall constitute a breach of contract by the Contractor entailing liability for termination of contract for default on the part of the contractor.

54.15 The Contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers.

55.0 PENALTY DUE TO UNSAFE WORK:

55.1 The contractor shall at all times be responsible for any damage or trespass committed by his agents and workmen in carrying out the work.

55.2 In the event of accident at the work site, on account of contractor's negligence or the negligence of his men, penalty as deemed fit by the Railway up to an upper limit of the 10% of the total cost of the work shall be imposed on the contractor and recovered from his bills. The decision of Engineer-in-charge in this regard shall be final and binding on the Contractor and he shall have no claims in this regard.

55.3 Railway administration reserve in the interest of public safety, the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident, without giving any further notice/notices to the contractor.

55.4 In the event of contractor not completing the work or leaving it unsafe at the end of the day's work, on account of which a speed restriction has to be imposed, the track shall be attended to immediately at the contractor's cost without any further notice. In addition to the labour cost recoverable from the contractor, supervision charges @ 12.5% and train detention charges @ Rs.2000/- every half hour or part thereof shall be recovered.

55.5 In the event of contractor starting the job without proper supervision, causing an accident, he may be prosecuted under Railway Act for unlawfully interfering with the Railway track and the contractor should bear the actual losses, compensation with damages to the Railway property. In additional penalty of Rs.20,000/- for every such case shall be leviable on the contractor.

56.0 HIRING OF RAILWAY's PLANT, MACHINERY ETC.

56.1 The Railway not being bound for supply of any plant and machinery whatsoever to the contractor may, if the circumstances permit, give to the contractor on hire for use in execution of the work and such plant and machinery as are available, provided the contractor applies for them and gives in writing his acceptance of the rate and terms of hire charges. The plant and machinery will be normally made over at the nearest construction stores depot and they will have to be transported at the contractor's cost to the work spot and returned to the same construction depot after the work is over.

56.2 If the Railway make arrangements to supply plants and machinery, tools, materials, etc., the same will be given on hire basis to the Contractors/s on such terms and conditions as may be prescribed by the Railways and incorporated in Special agreement. The Hire and Staff charges for operational and maintenance of plants will be fixed as per the Railway rules, terms and conditions as prevailing at the time of hire.

56.3 As regards plant and machinery, the period of hire of the plant and machinery will be from the date of their handing over to the contractor to the date of their return by the contractor, both days inclusive except for the days the plant remains out of order for reasons beyond the control of the contractor or stops for periodical overhauling as certified by the Engineer-in- charge, in both cases. The contractor is entirely responsible for the safety and proper upkeep of such machinery and plant while in his custody.

56.4 Where the Railway is satisfied that the contractor has got the requisite organisation for operation and maintenance of these plants, the hire terms would exclude the consumable stores, operation charges, repair charges, etc., in which case the contractor shall undertake to do these things himself at his own cost in addition to the rates and terms of hire already specified.

56.5 Where the Railway is not satisfied with the contractor's ability to maintain and operate the plant, the charges payable to the railway shall include the cost of consumable stores and operation charges, repair charges, etc. in addition to the normal hire charges.

56.6 Railway may give on hire to the contractor such materials as rails, steel cribs and released B.G./M.G. wooden sleepers, if available and if required for the work, for use in execution of the work at the nearest Construction Stores Depot or wherever available, provided the contractor applies for them and give in writing his acceptance of the rate in terms of hire charges. The Railway will consider the request only when the materials demanded are actually required and ready for actual use for which they are demanded. Contractor shall take over and transport the same to the site of work all at his cost and also take all reasonable care of such materials including insuring the same if any at his cost and shall be responsible for all damages or losses if occur at any stage till the same is handed over back.

56.7 The contractor shall sign accountable receipt for such plant & machinery/materials made over to him by the Engineer and on completion of the work shall hand over the same to the Engineer at the same Construction Depot in good order, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage thereto.

56.8 As regards materials given to the contractors, the hire charges as fixed by the Railway Administration for various materials will be based in terms of the market rates/railway rules on that date of hire and shall be final and binding on the Tenderer/ Contractor. The hire charges shall be recovered from the date of issue till the actual return of materials subject to exclusion of number of days of idling on Rly's account, like non-availability/ delay in traffic block, caution order, detailed drawings and CRS's sanction etc., For this purpose, a Log Book shall be maintained at site which shall be signed by Railway's representative. The decision of the Railway's Engineer as to the exact period of hire is final and the contractor shall not have any claims in this regard.

56.9 The extent of recovery towards compensation for the loss or wear or damage to the materials/machinery and plant other than fair wear and tear, shall be decided upon by the Railway, depending upon the merits of each case and the decision of the Engineer shall be conclusive and final.

56.10 In case materials/tools and plant / plant and machinery issued to the contractor, issued on hire or supply, are not returned in perfectly good condition, after completion/termination of the contract, the recovery will be effected at 1.5 times the current cost of procurement inclusive of freight for the same and such recovery will be effected from any of the contractor's dues such as running bills, final bill, PG, SD etc. at any stage and the contractor is solely responsible for the same. The contractor shall return all the materials within 15 days of completion of work or from the date of deemed by the Engineer and the contractor shall have no claims whatsoever in this regard.

57.0 CONTRACTORS RESPONSIBILITIES FOR RAILWAY MATERIALS, TEMPORARY WORKS AND MATERIALS, ETC:

57.1 The contractor shall be bound to store his own material/materials issued by the Railways including P. way materials for the work at the place earmarked for this purpose by the Engineer-in-charge, away from the running racks without infringing track parameters, with proper locking arrangement and watch, for material wherever required so that the materials are neither misused by miscreants nor cause any physical harm to Public/employees. The contractor shall at his own expense provide suitable temporary shed/sheds for this purpose and shall remove the shed/sheds when no longer required in terms of clause 30 of General Conditions of Contract. Safeguarding of the materials is the responsibility of the contractor even if the materials is deemed to be owned by the Railway and insurance etc., have been arranged by the contractor.

57.2 The contractor shall from time to time, provide at his own cost all dams, coffer dams, earthen ramps, embankments and all other temporary work of whatever nature and temporary materials necessary for the construction, completion and maintenance of works which are the subject of the contract and shall from time to time submit for the information of the Engineer drawings showing the details the type and construction of the temporary dams, coffer dams, bridges, embankments and other works which he propose to adopt and employ them and during the progress of the works he shall if so directed by the Engineer, furnish particulars and drawings of any other temporary works and details or any other temporary materials in use or contemplated to be used by him.

57.3 He shall be entirely responsible for the sufficiency, security and safety of all dams, coffer dams, bridges, embankments, temporary railway connections and other temporary works or temporary materials which he may construct and/or employ and for all claims for damages to property or injury to persons arising out any failure or accident to such dams, coffer dams, bridges, embankments or other temporary works, or temporary materials from whatever cause such damage, injury, failure or accident may arise or happen and shall replace, construct, repair and maintain, the whole of such dams, coffer dams, bridges, embankment or other temporary works or temporary materials till such time they are certified by the Engineer to be no longer required for the purpose of this contract.

57.4 The contractor shall before handing over the works or 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 to the method or removal and/or disposal.

58.0 NOTICE TO PUBLIC BODIES:

The contractor(s) shall give to the Municipality, Police and other authorities, all notices that may be required by law and obtain all requisition licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc., required at night.

59.0 SUPPLY OF MATERIALS BY THE CONTRACTORS:

59.1 Materials used in the work by the contractor shall conform to the Indian Railways Unified Standard Specifications (Works & Materials) 2010 Vol.I& II and/or the relevant BIS/I.R.S specifications, and/or those approved by the Engineer-in-charge before utilizing them on works.

59.2 It should be clearly understood that the tendered rates include additional costs involved due to all wastages and unforeseen expenditures in doing the work and no extra rate/quantity shall be payable over and above the actual quantities used in the work. No extra payments or damage cost etc. is also payable for any damages/losses due to wash away due to rains, storms, floods or any other cause whatsoever.

59.3 No loading, unloading, lead, lift, stacking, octroi, GST, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

59.4 Stage Payment for supply of steel will be made as per the tender conditions. No other stage payment is eligible in this contract, unless specifically provided for in the schedule items.

60.0 PERIOD OF COMPLETION :

60.1 The works are required to be completed within the time period stipulated in the Tender Notice for the work. The work is deemed to commence from the date of issue of letter of acceptance. Time is the essence of the contract. The contractor/s will be required to maintain speedy and required progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and or Clause 62 of the General Conditions of Contract. The Railway reserves the right to impose, in case of slow/tardy/non-commensurate progress of work, lucere/other penalty at the rates as deemed fit by the Railway/Engineer, with a view to make the contractor realize delays being caused by him, in the interest of speedy completion of the work of putting the asset to public use and the contractor shall have no claim in the regard. Appeal if any on the rate of penalty, will solely lie with the Chief Engineer in charge of the project/work.

60.2 The Clause 17(B) and General Conditions of Contract provides for recovery of assessed/accepted dated damages from the contractor for delay in completion of work. However, while granting the extension to the currency of contract under clause 17(B) of General Conditions of Contract, the Competent Authority may also consider levy of token penalty as deemed fit based on the merit of the case as provided in GCC.

60.3 Clause 17 (C) Bonus for Early Completion of Work: In case of open tenders having value more than Rs 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 3% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.

61-.0 MAINTENANCE PERIOD

61.1

S. No.	Description of Works	Period Of Maintenance after completion certificate is issued
1.	Construction of new Buildings, Bridges, Platforms, Shelters etc.,	3 months
2.	Repairs to Buildings, Bridges	1 month
3.	Track laying works – Manual/Machine	2 months
4.	Track maintenance works	1 month
5.	Major earth work	6months or 1 monsoon
6.	Repairs to formation, formation treatment, Cuttings and banks, Cess repairs	2 months

61.2 MAINTENANCE CERTIFICATE

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer

upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of General Conditions of contract shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

61.3 FINAL PAYMENT

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii)(B) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

62.0 VARIATIONS IN EXTENT OF CONTRACT

62.1 . 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.

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

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

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

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

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

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

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

(d) Variation to quantities of Minor Value Item:

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

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

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

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

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

(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as (SSOR) Standard Schedule of Rates items are concerned, the variation limit of 25% would apply to the value of SSOR schedule as a whole and not on individual SSOR items. However, in case of Non Standard schedule of rates SSOR items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

62.3 Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra 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 General Conditions of Contract.

63.0 VITIATION DURING VARIATION IN CONTRACT QUANTITIES
(Railway Board Letter No 2017/Trans/or/Policy dated 08/02/2018)

As a result of variations, a contract shall be considered "vitiated" only when, the following percentage variation in contract value between tenders are noticed to have been exceeded.

SL NO	Value of contract	Percentage difference between present contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contractors (Tender value less than Rs. 50 lakhs)	10
2	Other than small contracts (tender value equal to or more than Rs. 50 lakhs)	5

63.1 In the event of Vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.

63.2 Vitiation as above shall be worked out as a whole for Agreement including all variations in quantities

63.3 The above shall be regulated as under:

a) The case shall be decided by the tender accepting authority (Competent for the revised quantity) shall not be treated as a case of single tender.
b) This instruction will be similarly to earning contractors with H-1, H-2. Substituted for L-1, L-2 and so on.
c) Vitiation should always be computed with respect to items, rates, quantities as available at the time of tender opening and subsequent changes/additions by way of new items will not be counted for computing vitiation.

64. PRICE VARIATION CLAUSE :-(Authority: Railway Board letter No .2017/Trans/01/Policy dated 08/02/18 and No. 2017/CE-1/CT/8/GCC/Committee dated 05/11/18 (GCC 2018)

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

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

has been specially agreed, while fixing the rates of such extra item(s).

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

64.3 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.

64.4 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.

64.5 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

SN	Classification / Components		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
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 Tunnelling Works (With explosives)

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

4B Item(s) for supply of Steel

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

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

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

5 Building Works

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

6 Bridges & Protection work

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

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 8E

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

8C Item(s) for supply of Cement Item

8D Item(s) for Fabrication & Erection of Structures including supply of Steel

8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of Structures including supply of Steel

9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

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

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

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

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

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

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

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

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

(II) For Railway Electrification Works:

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

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

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

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

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

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

Where,

L Amount of price variation in Labour MAmount 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 SparesS 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) ofQuantities for concrete items)

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

G Percentage variation payable on the gross value of bill of General Works (Bill(s) ofQuantities for General items)

Er Percentage variation payable on the gross value of erection (Bill(s) of Quantities forErection 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 categoryof 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 categoryof 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 publishedin 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 150mmx150mm)for the month which is one month prior to date of opening of tender.

P_T IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.

P_O IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.

Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material

Z_O IEEMA price index for Zinc for the month which is one month prior to date of opening of tender

I_T RBI wholesale price index for the sub-group "Insulators" for

the month which is two months prior to date of inspection of material

I_O RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

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

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

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

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

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

64.9 Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 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:

a. 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

65 LETTER OF CREDIT AS MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDERS (Authority : Board letter No. 2018/CE-I/CT/9 dated 04/06/18)

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

The LC shall be a sight LC

a. The Contractor shall select his Advising/Negotiating bank of LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the Contractor.
b. SBI, New Delhi Main branch will be the nodal branch for issue of LCs based on online requests received from Railway accounts units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts office has its account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
c. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
d. The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, 55 in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
e. The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization as prescribed by Railway Board after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
f. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
g. The Document of Authorization shall be issued by Railway Accounts office against each bill passed by Railways.
h. On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of document of authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch)
i. The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
j. The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch)
k. The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch)
l. The Railway's bank (issuing bank) shall, after verifying the claim so received with reference

to the digitally signed Document or Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

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

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

o. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format as prescribed by Railway Board.

66 UPDATION OF LABOUR DATA ON RAILWAY'S SHRAMIKKALYAN PORTAL BY CONTRACTOR

A Contractor is to abide by the provisions of Payment of Wages act & minimum wages act in terms of clause 54 and 55 of General Condition of Contract. In order to ensure the same an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in' Contractor shall register his firm/company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

(a) Contractor shall apply one time registration of his company/form 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.

(b) 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.

(c) The Contractor once registered on the portal shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by Contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B 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 "L have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ----------Month----------Year"

67.0 KNOWLEDGE OF SAFETY RULES

The contractor's executives/supervisors should have adequate knowledge of safety rules while working adjacent to Railway line. If necessary the contractor will be asked to nominate the supervisors for any training which is organized by the Railways and the expenditure towards training will be borne by the Contractor.

68. INDEMNITY BY CONTRACTORS :

The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

69.0 ARBITRATION

The Settlement of disputes in connection with the contract will be dealt with and governed by Clause 63 & 64 of General Condition of Contract.

63. Conciliation of Disputes: (i) 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 7(j), 8, 18, 22(5),39.1, 39.2, 40A,43(2), 45(i)(a), 55, 55-A(5), 57, 57A,61(1), 61(2),62(1), 63(iv) and 63.2.11of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) 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.

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 onehalf 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 contracts/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 crore. 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 along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

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 defense 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 Contactor'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 Contactor'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:-

i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: https://icaindia.co.in./pdf/Engineers.pdf.

ii. A formal request for nomination shall be submitted to ICA, accompanied by:-
   a. A brief Statement of Claim outlining the nature and quantum of the disputes.
   b. A copy of the relevant contract and any supporting documents.
   c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).

iii. 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.

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 Railway Empanelled 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/CBl 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/CBl 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 64.(3)(a), 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

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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.

70.0 DETERMINATION OF CONTRACT: (The Standard General Conditions of Contract 2022 CLAUSE REPRODUCED BELOW)

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor: If the Contractor should: (i) Becomes bankrupt or insolvent, or (ii) Make an arrangement for assignment in favour of

his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or (iv) Have an execution levied on his goods or property on the works, or (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or (vi) Abandon the contract, or (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or (ix) Fail to Execute the contract documents in terms of Clause 8 of the Instructions to Tenderers. (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 12.11 of Tender Form available in the Instructions to Tenderers. (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway. (xv) Fail to adhere to the provisions of Clause 16 of Tender Form (Second Sheet) of Annexure I of Instructions to Tenderers,or provision of Clause 59(9) of these condition. (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer Then and in any of the said Clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued. Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted: (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified. (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract. (c) In the contract rescinded in part or parts, (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance

Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract. (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of Standard General Conditions of Contract. (iii) The defaulting Contractor shall not be issued any completion certificate for the contract. (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm 69 shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract. (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof. (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex- parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

71.0 JURISDICTION OF THE COURT BINDING THE CONTRACT

For the smooth operation of the contract, any suit or proceedings to enforce the rights of either of the parties here to under this contract shall be instituted in and tried only by the courts under the jurisdiction of Honourable High Court of Kerala (and its subordinate courts) and by no other court, and both the parties hereto, hereby expressly agree to submit to the jurisdiction of courts under the jurisdiction of Honourable High Court of Kerala (and its subordinate courts).

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