

उत्तर मध्य रेलवे

NORTH CENTRAL RAILWAY

**Tender No.  
102**



**निविदा सं  
102**

इंजीनियरिंग विभाग

ENGINEERING DEPARTMENT

(प्रयागराज मण्डल)

**PRAYAGRAJ DIVISION**

निविदा प्रपत्र

**TENDER FORM**

<b><i>Tender notice No.</i></b>	<b>:</b>	<b>3920262027, Dated 09.06.2026</b>
<b><i>Tender No.</i></b>	<b>:</b>	<b>102</b>
<b><i>Name of work</i></b>	<b>:</b>	<b>Construction of 10-Units Type-V quarters in Prayagraj under North Central Railway, Prayagraj division.</b>
<b>कार्य का नाम</b>		प्रयागराज में उत्तर मध्य रेलवे, प्रयागराज डिवीजन के अंतर्गत 10 यूनिट टाइप-V क्वार्टरों का निर्माण।
<b><i>Approximate Cost</i></b>	<b>:</b>	<b>Rs. 14,57,39,437.67</b>
<b><i>Earnest Mony</i></b>		<b>Rs. 29,14,800.00</b>
<b><i>Completion period</i></b>	<b>:</b>	<b>12 Months</b>
<b><i>Tender closing date</i></b>	<b>:</b>	<b>12.00 hours on 01.07.2026</b>
<b><i>Date of tender opening</i></b>	<b>:</b>	<b>01.07.2026</b>

## I N D E X

SN	DESCRIPTIONS	Page No.	
		From	To
1	Top Sheet	01	01
2	Index	02	02
3	Tender Notice (In English & Hindi languages)	03	04
4	Tender Form (First Sheet) - Declaration by Tenderer(s) regarding acceptance of various conditions to tender	05	06
5	Tender Form (Second Sheet) - <b>Instruction to Tenderer(s) along with important items: -</b> (a) Item No. 6(Eligibility Criteria) (b) Item No. 7 (Tenderer's Credentials) (c) Item No. 12 (Earnest Money& Security Deposit) (c) Item No. 13 (Performance Guarantee)	07	35
6	Annexure – V, VA, B, VI-B & M	36	46
7	ADDITIONAL INSTRUCTIONS TO TENDERERS	47	54
8	Annexure – 1 & 2	55	56
9	PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALLATIONS	57	58
10	Extract of the General Condition of Contract	59	65
11	ANNEXURE – VI	65	65
12	SPECIAL CONDITIONS/SPECIFICATIONS	66	66
13	Illegal Gratification	67	67
14	Punitive Provisions	68	68

**NORTH CENTRAL RAILWAY  
PRAYAGRAJ DIVISION  
E – Tendering Tender Notice**

**Tender Notice No.3920262027  
Dated:09.06.2026**

**Office of Divisional Railway Manager  
North Central Railway, Prayagraj**

Sr. DEN/Co./North Central Railway, Prayagraj, for and on behalf of the President of India, invites online **open tenders (E–tender, Two Packet System)** as detailed below-

SN	E-Tender Notice No.	Name of Work	Approx Cost (In Rs.)	Earnest Money (In Rs.)	Date & Time of Closing of tender	Completion Period
1	3920262027-102	Construction of 10-Units Type-V quarters in Prayagraj under North Central Railway, Prayagraj division.	Rs. 14,57,39,437.67	Rs. 29,14,800.00	01.07.2026 at 12.00 PM	12 Months

**NOTE-**

- 1) For full details and submission of tenders, please see the Indian Railway website [www.ireps.gov.in](http://www.ireps.gov.in).
- 2) Tender offer shall be made on line through Two Packet System i.e. (i) Technical Bid (ii) Financial Bid.

**Divisional Engineer / Estate  
N. C. Railway, Prayagraj  
For and on behalf of President of India**

**उत्तर मध्य रेलवे**  
**प्रयागराज मण्डल**  
**ई - टेंडरिंग निविदा सूचना**

निविदा सूचना सं. 3920262027  
दिनांक : 09.06.2026

मण्डल रेल प्रबंधक कार्यालय  
उत्तर मध्य रेलवे प्रयागराज

भारत के राष्ट्रपति की ओर से वरिष्ठ मण्डल अभियन्ता/समन्वय/ उत्तर मध्य रेलवे/ प्रयागराज, निम्न लिखित कार्य हेतु ऑनलाइन (ई-टेंडरिंग) के माध्यम से दो पैकेट प्रणाली की खुली निविदा, आमंत्रित करते हैं।

क्र.स.	ई निविदा सूचना सं.	कार्य का नाम	अनुमानित लागत (रू. मे)	अमानत राशि (रू. मे)	निविदा बंद होने की तिथि	कार्य समापन की अवधि
1	3920262027-102	प्रयागराज में उत्तर मध्य रेलवे, प्रयागराज डिवीजन के अंतर्गत 10 यूनिट टाइप-V क्वार्टरों का निर्माण।	Rs. 145739437.67	Rs. 2914800.00	01.07.2026 को 12.00 बजे	12 माह

नोट:-

- पूर्ण विवरण एवं निविदा को प्रस्तुति करने के लिए भारतीय रेलवे वेबसाइट [www.ireps.gov.in](http://www.ireps.gov.in) पर देखें।
- निविदा प्रस्ताव दो पैकेट प्रणाली के माध्यम से ऑनलाइन स्वीकार किया जाएगा (i) टेक्निकल बिड (ii) फाइनेंसियल बिड।

**मण्डल अभियन्ता/सम्पदा**  
**उत्तर मध्य रेलवे, प्रयागराज**  
**भारत के राष्ट्रपति के लिए एवं उनकी ओर से**

# NORTH CENTRAL RAILWAY

## TENDER FORM (First Sheet)

Tender No. 3920262027-102 dated 01.07.2026

**Name of Work:** Construction of 10-Units Type-V quarters in Prayagraj under North Central Railway, Prayagraj division.

To

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

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tenderer and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for North Central Railway, at the rates quoted in the attached bill(s) quantities schedule and hereby bind myself/ourselves to complete the work in all respects within 12 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, Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid security of ₹ 29,14,800/- has already been deposited online/submitted as Bank Guarantee Bond. Full value of the Bid security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Start-up firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

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

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

\_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

**NORTH CENTRAL RAILWAY**  
**TENDER FORM (Second Sheet)**  
INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

- 1.0 The Divisional Railway Manager (Engineering), North Central Railway, Prayagraj, for and on behalf of the President of India, invites **E-Tender** for the above work. The tenderers must upload their offers through E-Tender not later than **12:00** hrs on date **01.07.2026** Any tender delivered or sent otherwise will not be considered in any case. In case, the opening date happens to be holiday, the tenders will be opened on the next working day.
- 1.1 Please read carefully complete tender document including Instructions to Tenderers, IRS Conditions of Contract, Special tender conditions, E-Tender guidelines etc. as available on the web site [www.ireps.gov.in](http://www.ireps.gov.in).
- 1.2 Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 1.1 above as well as items of schedule & quantities of tender, consisting of techno-commercial offer form (including special conditions attached to E-Tender) and Financial offer form, unless specific deviation is quoted in the techno-commercial offer form
- 1.3 Tenderer should watch the website for the corrigendum/addendum to the NIT/tender document, if any that may be uploaded prior to tender opening (inclusive) as there will not be any separate communication for that.

**2.0 SUBMISSION OF OFFERS**

- 2.1 No Manual offers sent by post/Fax or in person shall be accepted against such E-tenders, even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
- 2.2 The tenderers must fill in the techno-commercial offer form, financial offer form on IREPS website and scanned copy of following documents should be uploaded along with E-Tender–
- (i) Documents in support of satisfying Minimum Eligibility Criteria by tenderer.
  - (ii) Details of Machinery and Plants, Organization, Local Condition and Site Familiarity, Constitution of Firm, List of Works in Hand, List of Works Completed in Last Three Years.
- 2.3 The E-Tender form is not transferable. E-tender along with above documents must be uploaded and signed by the authorized user of the firm using his Digital Signature Certificate.

**2.4 TENDER OPENING**

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

- 2.5 **Balance sheet for the 4<sup>th</sup> previous year (i.e. FY 2022-23 or as applicable for the instant tender) as para 10.2 of GCC-2022 and para 4.15.2 of the tender documents shall be considered in evaluation of financial eligibility criteria only when it is clearly certified in Annexure-VI B or a self-declared certificate duly signed by chartered accountant and the tenderer that the balance sheet of last financial year (i.e. FY 2025-26 or as applicable for the instant tender) has not been audited/ yet to be prepared.**

**3.0 GENERAL**

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

- (a) This document including Instruction to Tenderers & Conditions of Tender, Additional Instructions to Tenderers, Special conditions/Specifications if any
- (b) General Conditions of Contract 2022
- (c) Standard Specifications for materials and works
- (d) Bill of quantities (enclosed)

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

**3.2** The expression General Conditions of Contract, Regulations and Instructions for Tenderers and Standard Forms of Contract, Standard Specifications and Standard Schedule of Rates, which form the basis of contract, where ever occurring in these papers, shall be deemed to mean the following:

- (i) **General conditions of contract 2022 (works contract) corrected upto the date of opening of this tender, means IRGCC-2022 works matter.**
- (ii) CPWD Standard Specification for Materials and Works as corrected up to date of opening of this tender.
- (iii) **CPWD-DSR Horticulture/Landscaping-2020 & CPWD-DSR-2023** as corrected up to date of opening of this tender.

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

**3.4 Drawings for the work:**

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

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

**3.5 Care in Submission of Tenders:**

- (a) The tenderers are advised to study the tender papers carefully. The tenderer shall also inspect the site of the work and acquaint him with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.
- (b) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive in accordance with the provisions in Clause 37 of the General Conditions of Contract for the completion of the works to the entire satisfaction of the Engineer.
  - (i) Tenderer will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST) / Integrated Goods and Services Tax Act, 2017 (IGST) / Union Territory Goods and Services Tax Act, 2017 (UTGST) / respective state’s State Goods and Services Tax Act (SGST) also as notified by Central / State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that (full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
  - (ii) The successful tenderer who is liable to be registered under CGST / IGST / UTGST / SGST Act shall submit GSTIN along with other details required under CGST / IGST / UTGST / SGST Act to railway immediately after the award of contract without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.



- (iii) In case the successful tenderer is not liable to be registered under CGST / IGST / UTGST / SGST Act, the railway shall deduct the applicable GST from his / their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(Authority: Railway Board's Letter No. 2017 / CE-I / CT / 4 / GST dated 23-6-2017)

- (c) The submission of the tender shall be deemed to have been done after study and examination of the tender papers with full understanding of the implications thereof.
- (d) 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.
- (e) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

**3.5.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure -V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.**

### **3.6 QUOTING OF RATES ETC**

- 3.6.1** For works based on Schedule of Rates, the tenderer is to quote the overall percentage above/below/at par on the basis of rates contained in the North Central Railway Engineering Department, **CPWD-DSR Horticulture/Landscaping-2020 & CPWD-DSR-2023** corrected and notified up to date of opening of this tender and also against each Non-Scheduled items, if any work is not based on Standard SOR. The rates should be quoted above/below/at par for IRUSSOR' 2019/ NS items/**CPWD-DSR Horticulture/Landscaping-2020/CPWD-DSR-2023** items in the specified place mentioned in the e-tender.
- 3.6.2** The rates quoted by the tenderers should be inclusive of all taxes, license fee, royalty, octroi etc. where leviable by State, Central Govt. and/or any other local authority. If any Tax/Royalty/Octroi is quoted extra, the same will neither be considered for evaluation of the tender nor will be paid.
- 3.6.3** The tenderer should quote their rates for all items of schedules at prescribed place in the e-tender form on IREPS website. Any revision of rate or rebate or discount at any other place of tender document or through a separate covering letter will not be accepted.
- 3.6.4** The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. In case of increase in rates by tenderer(s) during negotiation, rates originally quoted will be binding on the tenderer(s).
- 3.6.5** The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the work unless otherwise specifically mentioned in the tender/schedule of items/rates. They shall also cover the assembling and erecting of the work and making down of all sheltering of the formwork.
- 3.6.6** The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor. All works will be paid for on the basis of actual measurements taken at site.
- 3.6.7** The rate for any item of work not appearing in the Schedule of Item/Schedule of Rates, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work and cost involved and shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. A work, for which no rate has been provided for in the schedule of rate, should not be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor. In the event of such agreement not being entered into

or executed, the Railway Administration may appoint other party/parties to do this work and the contractor(s) shall have no claim for loss or damage on this account.

**3.6.8** The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).

**3.6.9** The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.

**3.6.10** The item numbers, description, units and rates given in the schedule of work order are based on the **CPWD-DSR Horticulture/Landscaping-2020 & CPWD-DSR-2023** corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).

### **3.7 COMPLETION PERIOD OF THE WORKS**

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

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

### **3.9 VALIDITY PERIOD OF TENDER OFFER**

The tenderer (S) shall keep the offer open for a minimum period of 60 days from the date of opening of tender. Should the tenderer fail to observe or comply with the forgoing stipulation, the amount submitted as Bid Security for the due Performance of the above stipulation shall be forfeited to the Railway without prejudice to any other rights or remedies.

Tenderer (s) to keep his / their offer valid for the period of 60 days for single packet and 90 days for two packet system. Offer include rate quoted and any discount / rebate etc. for early finalization of tender shall be considered valid for the full period of validity i.e. 60 days for single packet and 90 days for two packet system.

(Authority GCC 2022)

### **4.0 JOINT VENTURE (JV) IN WORKS TENDERS SHALL BE CONSIDERED**

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

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

**4.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with 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%.

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

**4.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent

member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**4.5** Bid Security shall be deposited by JV or authorized person of JV either as:

(a) Cash through e – payment gateway or as mentioned in tender document, or

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

**4.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed alongwith the tender).

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

**4.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

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

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

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

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

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

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

**4.12 Authorized Member** - Joint Venture members in the JV MoU shall authorize lead member on behalf of the Joint Venture to deal with the 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 said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

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

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

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

- (a) A notarized copy of the Partnership Deed, or a copy of the Partnership deed registered with the Registrar.
- (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (d) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract

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

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

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

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

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

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

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

liability against the Society/Trust.

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

**4.14.7 All other documents in terms of Para 10 of the Tender form of GCC 2022.**

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

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

(a) For Works without composite components: -

The technical eligibility for the work as per para 10.1 of GCC 2022, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each **other** (non lead) member of JV, who is/or not satisfying the technical eligibility for the works of para 10.1 of GCC 2022 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 during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components: -

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

Each other (non-lead) member (s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per Para 10.1 of GCC 2022 shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non- lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note:

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

(b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.*

**4.15.2 Financial Eligibility Criteria**

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

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

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

**4.15.3 Bid Capacity**

The JV shall satisfy the requirement of "Bid Capacity" mentioned at para 10.3 of GCC 2022. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

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

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

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

**5.3** Railway Administration can draft Vehicles and equipments of Contractors in case of accidents/ natural calamities involving human lives.

**5.4 OMISSIONS AND DISCREPANCIES**

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

**6. Eligibility Criteria:**

**6.1 Technical Eligibility Criteria:**

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

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

**“Similar work” for minimum eligibility criteria is defined as “Construction of Building.”**

(b) (i) In case tender of composite works (e.g., works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed 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 each component of tender, or

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

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

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

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

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

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

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

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

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

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

**Note of Item 6.1 above: -**

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

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

- 6.2 Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where

**V= Advertised value of the tender in crores of Rupees**

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

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

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

- 6.3 Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as in Annexure- VI of GCC.
- 6.4** No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.
- 6.5** Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or Entity authorised by RBI to do so for the relevant date or immediately previous date for which rates have been published Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published

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

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.  
  
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 6.1 Para 6 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in Present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.



11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

## 7. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) **A copy of certificate stating that they are not liable to be disqualified and 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-V. In addition to Annexure-V. in case of other Company/Proprietary firm Annexure V (A) shall also be submitted by each member of a partnership firm / Joint Venture (JV / Hindu Undivided Family (HUF) / Limited liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are / is qualifying the Qualifying Criteria mentioned in the Tender Document'.**
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to five years.  
(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.

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

9. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
10. **Following document shall be submitted Along with Tender:**
- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) **Following documents shall be submitted by the tenderer:**
- (a) **Sole Proprietorship Firm:**  
(i) All other documents in terms of explanatory notes in clause 10 of GCC 2022 of the Tender Form (Second Sheet).
- (b) **HUF:**  
(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.  
(ii) All other documents in terms of explanatory notes in clause 10 of GCC 2022 of the Tender Form (Second Sheet).
- (c) **Partnership Firm:**  
(i) The tenderer shall submit all documents as mentioned in clause 18 of GCC 2022 of the Tender Form (Second Sheet).
- (d) **Joint Venture (JV):** The tenderer shall submit all documents as mentioned in clause 17 of GCC 2022 of the Tender Form (Second Sheet).
- (e) **Company registered under Companies Act 2013:**  
i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company  
ii. A copy of Certificate of Incorporation  
iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.  
iv. All other documents in terms of explanatory notes in clause 10 of GCC 2022 of the Tender Form (Second Sheet).
- (f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:  
(i) A copy of LLP Agreement  
(ii) A copy of Certificate of Incorporation  
(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.  
(iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 of GCC 2022 of the Tender Form (Second Sheet).

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

- (i) A copy of the Certificate of Registration
  - (ii) A copy of Memorandum of Association of Society/Trust Deed.
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) A Copy of Rules & Regulations of the society.
  - (v) All other documents in terms of explanatory notes in clause 10 of GCC 2022 of the Tender Form (Second Sheet).
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of Power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**11.** The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / 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 submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

## **12.0 Bid Security: -**

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

For all works	2% of the estimated cost of the work
---------------	--------------------------------------

The tender must be accompanied by a sum of **Rs. 29,14,800.00** as Bid security submitted in cash through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered except the exempted category as given in latest GCC.

**Note:**

- (i) The Bid security shall be rounded off to the nearest Rs. 100. This Bid security shall be applicable for all modes of tendering.
  - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid security detailed above.
  - (iii) Labour Cooperative Societies shall submit only 50% of above Bid security deposit detailed above
  - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
  - (c) If his tender is accepted this bid security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 12 (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per to be attached **Annexure – VI A of GCC 2022** and shall be valid for a period of 90 days beyond the bid validity period.
- 12 (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for 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.
  - ix. If the earnest money deposited by the bidder is in shape of Bank Guarantee, it should be supported by proper stamp duty, rate prescribed as per section 13 & 24 of the UP-Stamp Act, 2008 and amended from time to time at the time of submission of Bank Guarantee.

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

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained

(including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the General Conditions of Contract 2022.

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 or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

- (a) Final Payment of the Contract as per clause 51. (1) of GCC 2022 and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1) of GCC 2022, in case applicable.

12.4. (ii) **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC 2022 of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC 2022 of these conditions, the Security Deposit shall not be forfeited.

12. 4. (iii) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4) (b) of GCC 2022 of this clause will be payable with interest accrued thereon.

### 13.0 Performance Guarantee (P.G.): -

The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that contractor against the 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 Start-up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Pay Orders, Demand Drafts tender by any Scheduled Commercial Bank of India.
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled commercial Banks of India.

- (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variations(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 encased.
- (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 the GCC 2022.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: *(as per Correction slip no 11 of IRGCC-2022)*

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

Performance Guarantee as per clause 16(4)(h) of GCC-2022 in any of the following forms

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

**Note:**

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

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

#### 14. Price Variation Clause (PVC):

**14.1 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):

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

**14.2 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.

**14.3 Validity:**

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

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

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

**14.5** No price variation shall be admissible for fixed components.

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

**(I). For Civil Engineering Works**

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L <sub>c</sub>	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S <sub>c</sub>	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C <sub>c</sub>	0	0	15	0	0	0	0	0	75	0	0
5	Plant Machinery & Spares	PM <sub>c</sub>	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F <sub>c</sub>	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M <sub>c</sub>	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E <sub>c</sub>	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 of Steel
  - 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel
- 7 Permanent Way linking
- 8 Platform, Passenger Amenities
  - 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 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

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

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

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



$$M_B \times 100$$

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

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

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

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

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

## (II) **For Railway Electrification Works:**

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

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

$$\text{(x) } N = [(P_T - P_O) / P_O] \times 85$$

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

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

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

*Where,*

L Amount of price variation in Labour

M Amount of price variation in Materials

F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM Amount of price variation in Plant, Machinery and Spares

S Amount of price variation in Steel Supply Item

C Amount of price variation in Cement Supply Item

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

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

N Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)

I Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)

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

Er Percentage variation payable on the gross value of erection (Bill (s) of Quantities for Erection Item)

L <sub>C</sub>	% of Labour Component in the item(s)
M <sub>C</sub>	% of Material Component in the item(s)
F <sub>C</sub>	% of Fuel Component in the item(s)
E <sub>C</sub>	% of Explosive Component in the item(s)
PM <sub>C</sub>	% of Plant, Machinery and Spares Component in the item(s)
S <sub>C</sub>	% of Steel Supply item Component in the item(s)
C <sub>C</sub>	% 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 <sub>S</sub> or/and W <sub>C</sub> or/and W <sub>SF</sub> or/and W <sub>F</sub> or/and W <sub>SFL</sub> or/and W <sub>FL</sub> and cost of materials supplied by Railway either free or at fixed rate,
W <sub>S</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>C</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>SF</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>SFL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L <sub>B</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L <sub>Q</sub>	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 <sub>B</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M <sub>Q</sub>	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 <sub>B</sub>	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 <sub>Q</sub>	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 <sub>B</sub>	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 <sub>Q</sub>	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<sub>B</sub> 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<sub>Q</sub> 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<sub>B</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- S<sub>Q</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- C<sub>B</sub> Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- C<sub>Q</sub> No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- R<sub>T</sub> IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
- R<sub>O</sub> IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
- P<sub>T</sub> IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- P<sub>O</sub> IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z<sub>T</sub> IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z<sub>O</sub> IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I<sub>T</sub> RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
- I<sub>O</sub> RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

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

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

SL	Classification	Rates to be used for calculating S <sub>Q</sub> or S <sub>B</sub>
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”
3.	All types and sizes of plates	Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”

4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.
----	--	--

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

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

#### 14.10 Price Variation during Extended Period of Contract

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

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

#### 15.0 VARIATIONS IN EXTENT OF CONTRACT

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

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

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

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

- 15.2 (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates-
- (a) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - (b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
  - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (d) **Variation to quantities of Minor Value Item:**  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
  - (i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
  - (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - (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 items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
  - (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule (s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

## **16.0 Rights of the Railway to deal with tender:**

- 16.1** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer (s) shall demand any explanation for the cause of rejection of his / their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- 16.2** If the tenderer (s) deliberately gives/give wrong information in his / their tender or creates/create circumstances for the vacceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
- 16.3** If any partner (s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.
- 17. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be

entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

#### **18.0 Partnership deeds, Power of Attorney etc.**

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

#### **18.2 Participation of Partnership firm in works tender should be as per para 18 of GCC Part-2.**

#### **19. Employment / Partnership, etc. of Retired Railway Employees: -**

(a) Should a tenderer

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

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

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

AND

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

THEN

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

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

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

Note: - If information as required as per 19.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

## **Labour**

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

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

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

- 20-A. Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

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

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

- 21-A. (1)** The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 21-A. (2)** The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- 21-A. (3)** The Contractor shall pay to the labour employed by him directly or through sub- contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the

works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

**21-A.(5)** In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

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

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

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



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

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

- 22. Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.
- 23. Provision of Workmen’s Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

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

- 24. Railway not to Provide Quarters for Contractors:** No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

- 25.(1) Labour Camps:** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or 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.

- 25.(2) Compliance to Rules for Employment of Labour:** The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

- 25.(3) Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavours to

- (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
- (ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the

maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

**25.(4) Sanitary Arrangements:** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

**25.(5) Outbreak of Infectious Disease:** The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

**25.(6) Treatment of Contractor's Staff in Railway Hospitals:** The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

**25.(7) Medical Facilities at Site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

**25. (8) Use of Intoxicants:** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

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

**26.(1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

**26.(2) Medical Certificate of Fitness for Labour:** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form ( Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

**26.(3) Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work

in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

**26.(4) Medical Re-Examination of Labourer:** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

**EXPLANATIONS:**

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII of 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII of 1933).
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

**27A. Deployment of Qualified Engineers at Work Sites by the Contractor:**

- 27A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- 27A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 27A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- 27A.3** No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

**For DRM / NCR / PRYJ**

I agree to abide by the terms and conditions mentioned above (Para 1 to 27) as well as General conditions of contract 2022 printed / advance correction slips (upto date of opening of tender) and Standard of North Central Railway 2010 and CPWD Specification 2019 including all the amendments issued by Railway Administration from time to time up to the date of opening of tender.

**Reference. Para 3.5.1 of ITT****FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I..... (Name and designation) \*\*appointed as the attorney/authorized signatory of the tenderer (including its constituents),

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

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

Place:  
Dated

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.V(A)**

**Reference -Para 3.5.1 of ITT**

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

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

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

**SEAL AND SIGNATURE**

**OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

**Place:**

**Dated:**

\*\*\*\*\*

**Annexure –B**

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

Name of the Bank: -----

President of India, Acting

through .....,

..... Railway,

Beneficiary ..... Railway

Date: .....

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through ----- (***Designation & address of Contract***

***Signing Authority***), ..... Railway, ....., .... (Hereinafter called "The Railway") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No. \_\_\_\_\_, We have been informed that . . . . ***[Insert name of the Bidder]***..... (***hereinafter called "the Bidder"***)

intends to submit its bid (hereinafter called "the Bid").

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

AND

WHEREAS, ..... ***[Insert Name of the Bank]***, with its Branch..... ***[Insert Address]*** having its

Headquarters office at..... ***[Insert Address]***, hereinafter called the ***Bank***, acting through

..... ***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

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

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

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

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

Date .....

.....

Place.....

Bank's Seal and authorized signature(s)

*[Name in Block letters]* .....

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

*[P/Attorney] No.*

**Witness:**

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney] No.*

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



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

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

**NAME OF BIDDER/JV PARTNER:**

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

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-M**

### **Specifications**

**Ref: -** Incorporation of detailed specifications/brands of materials in tenders of schedule items based on CPWD-DSR-2023 for improvement in quality of works.

<b>S.N.</b>	<b>Name of Product/Material</b>	<b>Brands</b>
1	ORDINARY PORTLAND CEMENT (GREY) (43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
2	PORTLAND POZZOLONA CEMENT (GREY)(43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
3	WHITE CEMENT	J.K. WHITE, JAIPUR SUPREME PACKAGING PVT. LTD., ULTRATECH CEMENT LIMITED.
4	REINFORCEMENT STEEL	SAIL, TATA STEEL LTD., RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.
5	ADMIXTURES	CICO, FAIRMATE, HIND PLAST SUPER, SUPAPLAST, SIKKA
6	WATER PROOFING COMPOUND	FOSROC, CICO, KRYTON, BUILD MATE, PIDLITE, PRIYA ENTERPRISES, FAIRMATE, SIKKA
7	AUTOCLAVED AERATED BLOCKS	BILTECH, ECO GREEN, FINECRETE, J.K. LAKSHMI CEMENT LTD.
8	POLYMER MODIFIED ADHESIVE FOR AAC BLOCKS	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH, SIKKA.
9	FACTORY MADE PANELLED & WIRE GAUGE WOODEN DOOR/ WINDOW SHUTTERS.	M/S JAIN WOOD INDUSTRIES, KUTTY DOORS, SAMRAT PLYWOOD, NEW JAGDAMBA DOORS, MERINO, KITPLY, ASTIMBER
10	FLUSH DOOR SHUTTERS	KUTTY FLUSH DOOR, SAMRAT LAMINATE, NATIONAL PLYWOODS, JAIN WOOD INDUSTRIES, MERINO, MINIMAX, CENTURY, AS TIMBER.
11	BLOCK BOARD	MERINO, MINIMAX, NATIONAL, ARCHIDPLY, CENT PLY, JAYNA, CENTURY.
12	LAMINATES	SAMRAT, VIRGO, MERINO, ARCHIDPLY, CENTURY LAMINATES, GREENLAM
13	PRE-LAMINATED PARTICLE BOARD	ARCHIDPLY, CENTURY PLY BOARDS, BALAJI ACTION BUILDWELL, ECOBOARD
14	PARTICLE BOARD (MEDIUM DENSITY)/ VENEERED PARTICLE BOARD	CENTURY PLYBOARDS (INDIAN) LTD., BALAJI ACTION BUILDWELL, EVERGREEN BOARD LAM, ECOBOARD INDUSTRIES LTD.
15	PRE-LAMINATED MEDIUM DENSITY FIBRE BOARD	CENTURY PLYBOARDS, GREEN PLY, BALAJI ACTION BUILDWELL
16	OMS/ MS DOOR FITTINGS	ASHISH, AGGARWAL STEELS, DOOR DEVICES MANUFACTURING COMPANY, MANU ENGINEERING COMPANY, M.C. MOWJEE & CO., SHRI GANPATI DOORS
17	ANODISED/ ZINC ALLOY/ ALUMINIUM HARDWARE DOOR/ WINDOW FITTINGS	PULSE, SAVIO, HOPPE, ALUTECH

18	FRP DOOR FRAMES & SHUTTERS	ASHISH INDUSTRIES, JAYNA, SAINIK (CENTURY PLYWOOD), SELECTED PRODUCTS CO.
19	WIDOWS BLINDS	VISTA, MAC, HUNTER, DOUGLAS, DE-DÉCOR
20	STRUCTURAL STEEL SUCH AS MS FLATS, SQ. BARS ANGLES ETC.	SAIL, TATA STEEL, RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.
21	MILD STEEL DOOR, WINDOWS & VENTILATORS MANUFACTURERS	FRIENDS MANUFACTURING COMPANY, KOTKAPURA, PD INDUSTRIES, SHAKTI INDUSTRIES, STEELMAN INDUSTRIES, SKS STEEL INDUSTRIES, SHIVAM
22	PRESSED STEEL DOOR FRAMES MANUFACTURERS	KRISHNA STEEL FABRICATOR SIRSA, LAXMI STEEL WORKS BAHADURGARH, ASHISH INDUSTRIES GHAZIABAD, ASHWANI & SONS.
23	HOLLOW STEEL SECTIONS	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
24	STEEL TUBES FOR STRUCTURAL STEEL	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
25	DASH/ ANCHORING FASTENERS, BOLTS, SCREWS AND NUTS.	HILTI, FISCHER, CKW, ATUL, PRIYA
26	STAINLESS STEEL RAILING	DORMA, KICH, OM STEEL, D-LINE.
27	CHEQUERRED PRE- CAST CC TILES	NTC, SWASTIK TILE, POOJA CONCRETE FABRICATORS, GTC.
28	CERAMIC TILES	SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
29	VITRIFIED TILES	PODDAR, SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
30	ADHESIVE/ GROUTING FOR USE WITH TILES	FERROUS CRETE, MYK LATICRETE, ARDEX EDURA, FAIRMATE, DURABUILD CARE, SIKKA
31	UNPLASTICISED RIGID PVC PIPE & FITTINGS	SUPREME, FINOLEX, PRINCE, KISAN, DIPLAST.
32	FALSE CEILING-GYPSUM	SAINT GOBAIN, VANS GYPSUM, USG BORAL, LLYOD
33	FALSE CEILING-METAL	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS, GYPTECH
34	FALSE CEILING- CALCIUM SILICATE	HILUX, AEROLITE, ARMSTRONG
35	FALSE CEILING- MINERAL FIBRE	ARMSTRONG, DEIKEN, DEXUNE, SAINT GOBAIN.
36	ACCOUSTIC: GLASS / WOODEN FIBRE FALSE CEILING AND WOODEN/ FABRIC WALL LINING	ARMSTRONG, DEXUNE, ACCOUSTIBLOK, HIMALYANACOUSTICS, ANUTONE, GYPTECH
37	FALSE CEILING- ALUMINIUM POWDER COATED	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS

38	OIL BOUND DISTEMPER/ ACRYLIC DISTEMPER	NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIAN PAINTS), MAXILITE ACRYLIC DISTEMPER (ICI), BISON ACRYLIC DISTEMPER (BERGER).
39	INTERIOR EMULSION/ PLASTIC EMULSION	DULUX ACRYLIC EMULSION/ SOLITAIRE A-1000 (ICI), APCOLITE PREMIUM EMULSION (ASIAN), BEAUTY GOLD (NEROLAC), SILK (BERGER)
40	ACRYLIC SMOOTH EXTERIOR PAINT	APEX ULTIMA (ASIAN), DULUX WEATHERSHEILD MAX (ICI), EXCEL (NEROLAC), WEATHERCOAT ALL GUARD (BERGER)
41	DRY DISTEMPER	NEROLAC, BERGER, ASIAN PAINTS, ICI, JENSON & NICHOLSON (J&N)
42	SYNTHETIC ENAMEL PAINTS	DULUX HI-GLOSS (ICI), APCOLITE PREMIUM GLOSS (ASIAN), NEROLAC HIGH GLOSS (NEROLAC), LUXOL HI-GLOSS (BERGER)
43	WOOD PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI
44	STEEL PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI
45	EXTERIOR WALLPRIMER	EXTERIOR NEROLAC PRIMER, EXTERIOR BERGER PRIMER, EXTERIOR ASIAN PAINTS PRIMER, EXTERIOR ICI PRIMER
46	WALL PUTTY (WHITE CEMENT BASED)	BIRLA WALL CARE, JK WHITE
47	POLYMER MODIFIEDSELF CURING PLASTER	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH
48	PAVER/ GRASS PAVER BLOCKS& KERB STONES	NATIONAL TILES CORPORATION, METRO PAVERS, KRISHNA TILES, POOJA CONCRETE FABRICATORS, DALAL TILES.
49	VITREOUS CHINA SANITARY WARE	HINDWARE, CERA, PARRYWARE, JOHNSON PEDDER, SOMANY.
50	PLASTIC FLUSHINGCISTERN FOR WC AND URINALS	JINDAL, STEEL BIRD, SEEMLINE, VIKRAM PLASTIC, PRAYAG POLYMERS (P) LTD.
51	PLASTIC SEAT COVEROF W.C.	AJANTA POLYMERS, JINDAL MALPINE, JAIN POLYMERS
52	STAINLESS STEELSINK	ALLEX, JAYNA, JMD INTERNATIONAL, STEEL CRAFT
53	MIRROR GLASS	ATUL, MODIGUARD, GOLDEN FISH
54	CENTRIFUGALLY CAST (SPUN) IRONPIPES	NECO, BENGAL IRON, DURGAPUR ISPAT UDYOG, SINGHAL IRON FOUNDRY (SKF), KAPILANSH DHATU UDYOG PVT. LTD., RPMF, HIF.
55	HUBLESS CENTRIFUGALLY CAST (SPUN) IRON PIPES	NECO, RAJ PATTERN MAKERS & FOUNDERS, SINGHAL IRON FOUNDRY (SKF).
56	CP FITTINGS & ACCESSORIES	JAQUAR, HINDWARE, PRIMA, JAINKO, CERA,
57	BASS STOP & BIBCOCK	DHAWAN SANITARY UDYOG, JAINKO, SHAKTI, VARDHMANINDIA PRODUCTS
58	FERRULES FORWATER SUPPLY	HIND METAL WORKS, KRITIKA, DRP, SHAKTI

59	BALL COCK WITH ROD	RESP FAUCET INDUSTRIES, DHAWANSANITARY UDYOG, NEW METALWORKS, KPR, PRAYAG.
60	POLYETHYLENE WATER STORAGE TANK	SINTEX, VECTUS, KAVERI
61	STONEWARE PIPES & GULLY TRAPS	SORKHI INDUSTRIES, RK INDUSTRIES, NAVNEET, MOLI CERAMICS, OCR, ANAND
62	PRE-CAST CONCRETE PIPES (NON-PRESSURE)	RAMNIK, BFSP, JAGDAMBHEY SPUN PIPE, GURKIRPA SPUN PIPES
63	GI PIPE	JINDAL (HISSAR), TATA, BST, BHUSHAN POWER STEEL
64	GI FITTINGS	UNIK, AVR, ZOLOTO, SANT, HBI, C-BRAND, NVR
65	C-PVC PIPE	PRINCE, JINDAL (FLOWKEM), ASTRAL, AJAY POLYMERS, SUPREME, FINOLEX.
66	GUN METAL GATE, GLOBE, CHECK VALVES & NON-RETURN VALVES	LEADER, ZOLOTO, SANT, RAJAN METAL INDUSTRIES, H.B. METALS, HVI, NVR.
67	CENTRIFUGALLY CAST (SPUN) IRON PIPES (CLASS LA).	TRU FORM ENGINEERS, KAPILANSH, ELECTROSTEEL, HITECH METALCASTINGS.
68	C.I. SLUICE VALVES & REFLEX VALVES	ZOLOTO INDUSTRIES, SANT VALVES, AMCO INDUSTRIES, KIRLOSKAR, RATAN INDUSTRIAL CORPORATION, HVI, NVR.
69	STAINLESS STEEL PIPES & FITTINGS	JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD.,
70	DUCTILE IRON PIPES & FITTINGS	JINDAL SAW LTD, ELECTRO STEEL, CHANDRANCHAL INFRA, ELECTROTHERAM
71	C.I./ D.I. MANHOLE COVERS & FRAMES	SWASTIKA ENTERPRISES, BENGAL IRON CORPORATION, NECO, BINAY UDYOG, CHANDERANCHAL
72	WATER REPELLANT SILANE CHEMICAL	PIDILITE, FERROUS CRETE, ARDEX ENDURA
73	ALUMINIUM SECTIONS	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.
74	BASIC/ TOUGHENED ETC. GLASS	SAINT GOBAIN, ASAHI, MODI, GOLD PLUS GLASS, PILINGTON.
75	APPROVED PROCESSORS FOR PERFORMANCE GLASS/ TOUGHENED GLASS/ HERMETICALLY SEALED/ LACQUERED GLASS etc.	ART & GLASS, MIRAGE TOUGHENED GLASSES (P) LTD., AAR PAR GLASS, VERMA GLASS.
76	Plywood/ Veneer	Green Ply, Century, Merino, Duro, Durian.
77	Melamine Polish	Asian Paints Melamine Gold, Wudfin of Pidilite, Timber tone of ICIDulux.
78	Floor Spring	Godrej, Dorma, Dorset, Kich.
	(a) Aluminium section	Hindalco, Jindal, Indian Aluminium Co.
	(b) Anodised Aluminium Hardware (Heavy Duty)	Kilong, Alualpha, Ebco, Classic.
79	Polyester Powder Coating Shades	NEROLAC, BERGER, J&N
80	Clear/ Float/ Frosted/ Refractive/ Coated Glass	Saint Gobain, Modiguard, Ashai Float.
81	Aluminium composite Panels	Reyno bond, Alpolic, Aluco Bond
82	Friction Stay Hinges	Earl-Bihari, Ebco, Rotoor approved equivalent
83	EPDM Gasket	Hanu/ Anand, Raven, Zero.
84	Silicon Based water repellent/ weather sealant	G.E. Plastics, Dow Corning, Wacker, BASF, Pidilite (Dr. Fixit/Roff)

85	EPS	Snow pack Polymers, Reliable Insu packs, Fairmate
86	Cement Based wall putty	Birla Wall care, JK white
87	1st Quality Acrylic Distemper (washable/Ready mix/Low VOC)	Asian Paints (Tractor Aqua Lock Paint) Berger: Commando Or Equivalent paints of Nerolac or ICI-Dulux.
88	Premium Acrylic Emulsion Paints (Interior)	Asian Paints (Royale Luxury Emulsion) Nerolac: Impression Berger: Silk ICI-Dulux: Velvet touch.
89	Premium Acrylic Smooth Exterior Paints with Silicon Additive.	Asian Paints (Apex Ultima) Nerolac: XL Total Berger: Weather Coat all guard ICI-Dulux: Weather Shield Max
90	Cement Primer	Nerolac, Berger, BP White (Beger), Decoprime WT (Asian), White primer (ICI).
91	Epoxy Paint	Asian, Nerolac, Berger, ICI, Kansai Akzo Nobel.
92	G.I. Fittings	Unik, AVR, Zoloto, KS, AMCO
93	Float Valve	IVC, Leader, Prayag, Kalsi Pump Pvt. Ltd., Dhawan Sanitary Udyog (Prima)
94	Gun metal Valves, globes	Leader, Zoloto, Kilburn, CIM Valves, Sant, ANNAPURANA
95	Brass stop & Bib Cock	Zoloto, Sant, L&K, Leader, JAINKO, Kalsi Pump Pvt. Ltd., Dhawan Sanitary (PRIMA)
96	Non-Return valve (Check valve) ½” to 1¼”	Kalsi Pumps Pvt. Ltd. Zoloto, Annapurna
97	Stainless steel sliding door bolts	Dorma or Geze or Hafele
98	White vitreous china Wall Mounted type water closet (European Type W C. pan)	Jaquar, Hindware, Cera
99	3/6 litre slim wall mounted concealed cistern with dual flushing cistern	Jaquar, Hindware, Cera
100	Flushing plate of with flush pipe	Jaquar, Hindware, Cera
101	White vitreous china flat back half stall urinal.	Jaquar, Hindware, Cera

## ADDITIONAL INSTRUCTIONS TO TENDERERS

1. These special conditions and the clauses of Instructions to tenderers and the stipulation made in the ‘‘Standard Schedule of Rate ‘‘ shall govern the work done under this contract in addition to and/or in part supersession of the ‘General conditions of Contract, Regulations and Instructions for Tenderers and Standard form of Contract (current and corrected/updated up to till date). Where there is any conflict between Instructions of schedule of items on the one hand and General Conditions of Contract Regulations and Instructions for Tenderers and Standard Specifications’ (current and corrected/updated up to till date) on the other the former shall prevail.

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

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

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

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

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

**(c)** The Railway administration shall not guarantee adequate or regular supply of water from its water supply system i.e. either from piped water supply or from hand pumps and/or open wells. The Railway shall also reserve the right to refuse permission to the use of water from its water supply system and/or call upon the contractor to stop making use of Railway water at any time by giving **3 days’** notice to the contractor if it is considered necessary in the interest of the Railway by the Engineer or his/her representative, in which case the contractor(s) will have to make his arrangement for sufficient water for proper execution of work. The contractor shall not be entitled to any compensation for interruptions or failure or inadequacy of water supply and also in the event of withdrawal of permission for use of water from Railway sources.

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

3. The contractor must make his own arrangement for the supply of good drinking water to the workmen employed under him in connection with this work.
4. The material(s) to be supplied by the contractor should conform to the standard North Central Railway Standard Specification’(current and corrected/updated up to till date) and as per Indian Railway Engineering Department Hand Book of Standard Specification for Materials and Works (current and corrected/updated up to till date) and

CPWD specification (current and corrected/updated up to till date) Before the materials are used in work(s) they should be passed by the Engineer-in-charge at the sites of delivery and his/her decision would be conclusive and binding on the contractor should any materials be found not according to the Standard Specifications. The contractor shall immediately remove such materials from the Railway premises at his own cost. In the event of the contractor failing to do so the Engineer may ensure it to be removed and all costs of such removal shall be payable on demand by the contractor to the Railway.

5. No Railway pass or concessional travel facilities will be given to the contractor or his agents and labourers for execution of the work (s) nor any concession will be allowed for transport or materials by the Railway required for execution of work(s).
6. The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the work. They shall also cover the assembling and erection of the work and making down of all sheltering of the formwork.
7. The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor.
8. The rate for any item of work not appearing in the schedule of rate, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work involved. Any work, for which no rate has been provided for in the schedule of rate, should **NOT** be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor.
9. The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).
10. The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
11. In case of doubt as regard to any particulars instructions or ambiguities in the plans, the decision of the Sr. Divisional Engineer shall be final and binding on the contractor(s).
12. The item numbers, description, units and rates given in the schedule of work order are based on the **CPWD-DSR Horticulture/Landscaping-2020 & CPWD-DSR-2023** corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).
13. The contractor shall also provide at his own cost reference pillars for setting out the work as considered necessary by Engineer In-Charge for the proper layout and execution of the work. No charges whatsoever shall be paid by the Railway for either making these pillars or for materials required for these pillars. It will be sole and absolute discretion of the Engineer-in-charge at site to decide the number(s) and type(s) and height of pillars to be provided and his/her decision will be final, conclusive and binding on the contractor(s).
14. The rates for any other item(s) of works not included in the Schedule of Items and Schedule of Rates, which the contractor(s) may be called upon to do shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these work and the contractor(s) shall have no claim for loss or damage on this account.



15. The Railway Administration will not be responsible to grant/arrange the permit for deploying truck or for supply of petrol Motor vehicles for transporting materials. Applications of contractors for these will simply be forwarded to the authorities concerned for disposal.
16. The contractor shall satisfactorily maintain entire work completed by him for the period of **(6) Six Months** commencing from the date of completion as certified by the engineer in charge.
- He /they shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Divisional Engineer/DEN. The Security deposit may be refunded after 06 (Six) months for the date of completion of work, subject to satisfactory completion of the work, maintenance period of works, issue of the completion certificate issued by ADEN/DEN, No claim Certificate by Contractor and No Dues Certificate by Engineer In Charge.
17. The expressions General Manager, Chief Engineer wherever showing in the General Conditions of Contract and North Central Railway Standard Specification'2010 and CPWD Specification 2019 shall be read as and deemed to have been substituted by the corresponding officers of the North Central Railway Administration who will be designated as such by the Administration.
18. Save as otherwise provided in the contract, all notices to be given on behalf of the President of India and all others acting to be taken on his behalf by the Divl. Railway Manager/ Sr. Divisional Engineer/Divisional Engineer / N. C. Rly. /Prayagraj.
19. The conditions of contract under which the contract is to be performed by the contractor(s) shall include the following.
- (i) The additional instructions to tenderers.
  - (ii) General conditions of contract and North Central Railway Standard Specification' and CPWD Specifications (current and corrected/updated up to till date).
  - (iii) Special Conditions of Contract.
- In case of any inconsistency in that respect item (iii) will prevail over item (i) and (ii).
20. If any material is supplied to the contractor by the railway at his request for any item of work for which labour and materials rates have been accepted, the issue of such material(s) will be treated as a sale outside the contract and the recovery on account of material(s) supplied will be made in accordance with code Rule 1430(b) which provides for recovery either at the market rate prevailing at the time of supplying to be specified by the Divisional office or the issue rate whichever is higher plus prescribed percentage charged on account of freight and supervision charges. No carriage or incidental charges will be borne by the Rly. The contractor cannot however claim the issue of such materials by the Railway in accordance with this contract, if he is required to arrange such material(s) himself.
21. (i) Railway material like cement and steel, if required to be supplied as per agreement, will be supplied by the Railway at the IOW's Godown. No extra lead, handling etc will be paid for transportation of these materials to the site of work. Tenderers may take this into consideration while quoting the rates.
- (ii) In case cement or steel is to be issued to the contractor either free of cost or on cost to be recovered for use on the work, the supply thereof shall be limited to the quantity/quantities calculated by the Railway according to the prescribed specification and approved drawing(s) as per agreement. The cement and steel issued in excess of the requirement as above shall be returned by the contractor to the railway in perfectly good condition immediately after completion or determination of the contract. If contractor fails to return the said stores, then such cement and steel issued in excess of the requirement as calculated by the Railway according to the specification and approved drawings will be recovered from contractor's due at twice the prevailing procurement cost at the time of last issue +5% freight only.

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

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

(iii) Provision of above clause (i) and (ii) shall also be applicable to all other materials that may otherwise be supplied by the Railway. The excess materials shall be returned within a reasonable time, the reasonability of which shall be determined by the Divisional Engineer, after which the Railway will refuse to accept such unused materials and the cost thereof shall be recovered as given above.

(iv) If at any time material, which the contractor would normally have to arrange himself, if supplied by the Railway either at contractor's request or in order to prevent any delay in the execution of work due to contractors inability to make adequate timely arrangements for supply thereof or for any other reasons, recovery will be made from contractor's bill either at the market rate prevailing at the time of supply or the issue rate whichever is greater plus fixed departmental charges as stipulated from time to time. The contractor cannot however, claim as a matter of right the issue of such material by the Railway if he is required to arrange himself in accordance with the terms and condition of contract.

22. The contractor(s) will be responsible for storing cement at the site of work according to the condition of contract and standard specification. The empty bags shall be the property of the contractor and the cost of the same will be recovered at the Rate of Rs.2.00 per cement empty bags or as specified by Railway from time to time from the bill of the contractor.

23. All works will be paid for at the tendered rates on the basis of actual measurements taken at site.

24. On completion of the work all surplus Railway materials shall be removed and returned to Railway and stacked as directed including lead up to 100 mt by the contractor free of cost. The surplus Cement steel and other items issued to the contractor however shall have to be returned to the Inspector of work Godown free of cost.

25 The Railways shall not be responsible in any way for supply of rationed or non-rationed material for contractor's staff or any of the controlled items to the contractor or his labour and non-availability shall not be taken as excuse for any loss and consequently also for slow progress or for putting any claims whatsoever against the Railway. The contractor shall make his own arrangement of accommodation of his labour and staff and supply of water.

26 The Railway shall also not be responsible for the supply of petrol to Motor vehicle for transportation either of those materials which are issued by the Railway and which will be required to be brought at site by the contractor or for his own materials. Application of the contractor in this regard will however, be forwarded to the authorities concerned for the disposal.

27 For carriage of tools and plants free permit note will not be issued but the railway issue necessary authority certain with a view to give priority for booking only for cartage of tools and plants at the site of work and for the removal of tools and plants only after the completion of work at the direction of Divisional engineer. Freight, however, will be a borne by the contractor and the same must be paid by him direct to the goods clerk or station master as the case may be at the time of booking.

28 No extra payment will be made for rounding of the corners at the junction of the floors, joints corners and parapet etc.

29 The plan and sites are subject to alterations to suit the local conditions as per requirement of the railway and the contractors will have no claim on account of the changes in plan and sites.

- 30 Doors and windows will have to be made strictly as on drawing and the contractors will also be required to provide necessary fittings and glasses as shown in the drawing. The various iron fittings as shown in the drawing will further be supplemented by iron fittings that are actually necessary for providing closing and locking of doors, windows and almirah etc.
- 31 The rates tendered for in the Schedule of Rates and accepted by the railways together with modifications and special conditions be based on which the work orders shall be issued. Work for only those items shall be provided which will be applicable to the work and the work orders shall be deemed to have been prepared and subject to the conditions as provided in the accepted tenders. Before starting the work, the contractor shall obtain proper work order. If the work is executed by the contractor without the order of authorization in writing as aforesaid the same shall be at his sole and absolute risk and responsibility and the railway is at liberty to refuse of accept any liability for such work.
- 32 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within seven days of the measurement taken by the Engineer as aforesaid and that any claim in more than seven days' time after taking of such measurements shall be deemed to have been waived by him.
33. The contractor will be required to arrange for all materials except those materials which will be supplied by the Railway.
- 34 Materials that will be used in the work should confirm to the CPWD Specification and "Indian Railway Standard Specifications for Materials and Work (current and corrected/updated up to till date)". Samples of the same should be submitted to the Engineer In charge before arranging the supply. Approved samples will be kept in the custody of the ADEN/DEN concerned and all supply shall conform to accepted samples.
- 35 It should be clearly understood that the labour & materials rates in the schedule of rates include wastage and wash away either due to rains or storms or floods or any other cause whatsoever. They shall also include any clearing of Jungles dressing & levelling of surface etc. that may be necessary for stacking the materials at site of work prior to their being used on the work.
36. If only limited area is available at site of work, stacking of materials may be done at other place not far away from the site of work. In such case no extra lead or any other claim for carriage of materials to the site of work shall be entertained.
- 37 All materials carried by Rail shall be the responsibility of the contractor and no claim, whatsoever for non-supply of wagons or materials damaged or pilfered or lost in transit shall be entertained. The claim against the Railway as carriage shall be governed by the rules regarding carriage by the Rail of public materials. Directions is restricted, the Railway shall not in any way be liable to assist the contractor in obtaining the relaxation of any such restrictions for transporting the materials. Necessary recommendation for the movement of such materials for use in the work will be granted when necessary but no claim will be entertained on this account.
- 38 No leading unloading charges, lead, lift crossing of lines, handling and hand shunting of wagons and freight charges if any will be paid for his material to the contractors. Demurrage charges in the wagons, if any, shall be paid by the contractor and it would be his own obligation to unload the consignment and release the wagon within the time limit.
- 39 The contractor will have to make his own arrangement for roller and other machinery required by him in connection with executing of this work.
- 40 All brick work(s) unless otherwise instructed shall be done with well burnt bricks or selected Jham bricks as laid down in CPWD Specification (current and corrected/updated up to till date).

- 41 The contractor(s) shall not dig any pit within Railway land for extracting single or earth for mortar which must be arranged from outside for which no lead, lift or royalty will be paid.
- 42 The drawing(s) referred to in the tender and standard specifications are intended to show and explain the manner of executing the work(s). The work(s) shall be carried out in accordance with the directions and to the satisfaction of the Sr. Divl. Engineer/Divisional Engineer in accordance with the drawing and specifications which form part of the contract and in accordance with such further drawing/details and instructions supplementing, attending or explaining the same as may be given by the Sr. Divl. Engineer/Divisional Engineer concerned from time to time.
- 43 No claim of any kind whatsoever shall be entertained if the execution of any item of the work is held up for want of approval of plans or designs or late supply of such materials to be arranged by the Railway.
44. All works shall be done strictly in accordance with the approved drawings/plans and no deviation/departure shall be made by the contractor without the orders of Sr. Divl. Engineer/Divisional Engineer given to him in writing
- 45 (a) The contractor shall be entirely responsible for all structural and any other damages to property and for injury caused by work to his workman, the persons, animals or things and shall indemnify the Railway in respect thereof.
- (b) Contractor shall be entirely responsible for all works carried out by him until it is finally taken over by the Railway and he will be liable to be called upon to make good any damage or loss which may occur to the building and work by inclemency of the weather floods etc. or due to any other cause(s) during the entire period until the work is taken over.
- 46 Where there is no godown of the IOW, all such Rly. Material(s) will be handed over to the contractor at the Rly station building where quarters are to be constructed / work is to be executed and the contractor(s) will make his own arrangements for transporting them to the site of work. No lead, lift etc. from the station building to the site of works will be paid by Railway and the rates quoted for the work should include all such charges.
- 47 The contractor shall arrange his own plants such as concrete mixtures and vibratos for concrete etc.
- 48 The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.
- 49 No earth rubbish or refuse will be allowed to be dumped in the Railway area.
- 50 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within 7 days of the measurement taken by the Engineer as aforesaid and that any claim made after 7 days' time after taking such measurement shall be deemed to have been waived by him.
- 51 The security money shall be refunded to the contractor after expiry of stipulated maintenance period from the certified date of the completion of work and on receipt of 'No Claim Certificate' from the Assistant Engineer/DEN concerned. During this period the contractor shall maintain the work and shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Engineer/DEN. The contractor shall have to out work at the site fixed by the Railway representative if any.
- 52 At such of locations where contractor's road vehicles are permitted to ply adjacent to the running lines an experienced gang man shall be posted as flagman at the cost of the contractor to prevent accidents.
- 53 Settlement of the dispute pertaining to the above contract shall be dealt as per the relevant clauses of the General Condition of the Contract. Extract of the some of the relevant clauses of the general condition of Contract are enclosed in the tender document for ready reference.
- 54 The Divisional Railway Manager reserve to himself the right at any time after the acceptance of tender to keep back from the contract otherwise or by other agency for any portion of the work as he may think without assigning any reason.

**55 As per Railway Board letter No 2018/CE-I/CT/9 dated 04.06.2018 the following tender condition is included; -**

- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - (a) The LC shall be a sight LC.
  - (b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
  - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
  - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his, agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
  - (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
  - (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
  - (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of A authorisation, Bill of Exchange and Bill.
  - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
  - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
  - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
  - (n) Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - (o) The LC shall be closed after the release of final payment including P VC amount, if any, to the contractor.
  - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

**56. As per Indian Railways Standard General Conditions of Contract, April 2022 (Advance Correction Slip No.11)**

The Contractor shall not sub-contract the more than 40% Works comprising (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signalling and telecommunication & Power supply equipment].

The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}

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

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

**57. In corporation of detailed specification/brand of materials in tenders of schedule items based on CPWD-DSR Horticulture/Landscaping-2020 & CPWD-DSR-2023 for improvement in quality of works. North Central Railway Letter No. 2022/CE-I/CT/8/CPWDDSR, dated :13.11 .2025.**

**LIST ENCLOSED-**

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

Office of---

----Railway

No. \_

Dated

—  
 The PFA/ Sr.DFM/ Dy. FA  
 HQ/Division/Workshop/Cost  
 Sub: Opening of LC

Ref: Supply Order/ Contract Agreement No .

•••

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

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

xi. Validity/Period for which LC is to be opened.

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

(Signature of authorized Railway authority)

Name  
 Designation  
 Official Seal

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: \_\_\_\_\_

## DOCUMENT OF AUTHORIZATION

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

(ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR CODE)...(Vendor Code... as per IRPES...) is entitled to receive payment aggregating INR...\$\$\$....(FROM ABSRACT OF BILL PASSED)....out of a total LC amount of INR... (FROM MASTER TABLE OF LC OPENED) .....against the first/second\*commercial Invoice No. (FROM IPAS) \_\_\_\_\_ dated \_ \_ FROM IPAS \_\_\_\_\_ for INR (FROM IPAS) ----- raised against the above contract from State Bank of India----- (branch-FROM LC MASTER TABLE) ---. on the strength of this Certificate.

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

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

THIS PAYMENT; - \_\_\_\_\_ \$\$\$\$ \_\_\_\_\_

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

(Signature of authorized Railway authority)

Name  
Designation  
Official Seal

For Divisional Railway Manager,  
North Central Railway, Prayagraj

I agree to abide by the terms and conditions mentioned as **Clause 1 to 56** above as well as the General Conditions of Contract and Standard of the North Central Railway 2010 and CPWD Specification 2019 including all the amendments issued by Railway Administration from time to time up to the date of opening of tender/submission of negotiated offer.

For Divisional Railway Manager,  
North Central Railway, Prayagraj



## **PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALLATIONS:**

- (i) Measures to be ensured prior to start to work. Before starting any track work the Engineering incharge of the section shall ensure that he has complete knowledge of the following aspects: -
- (ii) Name & address of the contractor assigned to execute the work.
- (iii) Contractor's list of the number(s) of individual vehicle(s), names and license particulars of the driver(s) proposed to be used.
- (iv) At such of the locations where contractor/s road vehicle are permitted to ply adjacent to the running lines and yard, an experienced trackman shall be deputed as flagman at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.
- (v) If the work to be executed is in proximity of the running railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the engineer or his authorized representative. No claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the rescheduling of the operations or for any other reasons on this account.
- (vi) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working in the Railway premises and shall have to conform to the rules and regulations of North Central Railway. If any unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.
- (vii) Within the station premises, especially on passenger platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accident. The works must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.
- (viii) The contractor's employees and workers shall not for any reason operate any appliances or installation of the Railway concerning the safety of the trains movement but they should whenever necessarily notify to the qualified Railway staff who will then take necessary steps.
- (ix) The contractors shall see that no change is caused to Railway signalling and transmission wire, stations, installation, communication lines, electric devices, trains of any kind, fencing, as well as any rolling stock and in general to all Railway installation and equipment in case of any damage is caused to these due to the fault of the contractor on the part of any one on his behalf all repairs there required will be carried out by the Railway at the entire cost of the contractor and amount of expenses thus incurred will be recovered from the payment due to him.

The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the tracks on the approach of any trains. After the day work, the contractor should ensure that the tools are deposited in proper toolbox before the labour proceed for their homes. Tool issued should not be allowed to fall in and unwanted hand who can taper with the Railway track.
- (x) The contractor shall employ one suitable supervisor to supervise the work at site. Though all the work relating to the safety of running trains shall be executed under Railway supervisor and presence of qualified supervisor from the contractor's site is a must at the site of work. Contractor shall provide 150mm thick white line with lime at a distance of 3.5m from centre of nearest existing track. This white line shall be in the entire length where work is going on and / or the vehicle / machinery is plying along the track. Nothing extra shall be paid for this.
- (xi) Barricading with the help of portable fencing shall be provided in the length where the days' work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be of 1.2m height. This will be placed at a distance of 3.5 M from centre line of the nearest track. No extra payment shall be done for this.
- (xii) Contractor shall ply road vehicle only between Sunrise and Sunset. In case of emergency where it is necessary to work during night hours, sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also, additional staff shall be posted as necessary for night working.
- (xiii) Where ever provided the Engineering Indicator Boards will be of luminous material as provided in the P.Way

Manual.

- (xiv) Look out man shall be posted where necessary.
- (xv) The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- (xvi) While digging in station area, if any cable is found, digging should be stopped and concerned signalling/electrical staff should be informed immediately.
- (xvii) There shall be proper communication system available at the work site.
- (xviii) Machine / vehicle shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m of clear track centre, track shall be protected as per para 806 (i) of IRPWM and shall be done in the presence of the Railway employee authorized by the Engineer-in-charge. The Railway employee so deputed shall ensure safety of track, with banner flag, hand signal lamps and detonators.
- (xix) In case, work is planned to be done within 3.4m of centre line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per para-No.806 and 807 of IRPWM are taken.
- (xx) While digging in station area, if any cable is found, digging should be stopped and concerned signalling/electrical staff should be informed immediately.
- (xxi) There shall be proper communication system available at the work site.
- (xxii) Normally, night working shall be avoided. A night working shall be permitted by ADEN/DEN in writing. One inspector shall be specifically deputed to supervise the night working. The site / area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this.

## **26.0 SAFETY OF TRACK AND MEN:**

- (i) The tenderer must note that the work is to be executed in the close proximity of running track. All labour and staff must be aware of the running trains. No tools and plants should be brought near the track to infringe the schedule of dimensions. Work very near to the track will be done only under the personal supervision of the authorized representative of the Engineer. Railway will not be responsible for any loss of life or property or delay in speed restrictions/block. It may be ensured that no shuttering scaffolding etc. infringes the schedule of dimensions at any time.
- (ii) It may be noted by the contractor/tenderers that excavation/concreting in foundations is to be done in close proximity of the running track. No temporary arrangements are proposed in the running track to carry out the excavation / concreting. As such contractor may have to do additional works like shuttering, shoring, timbering etc. as per the direction of Engineer-in-charge, so that earth does not give way underneath the track and is fully protected and there is no interruption to the movement of the Railway traffic.

## **27.0 SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREAS:**

- (a). No electrical work close to running track shall be carried out without permission of railway representative.
- (b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metalli supports etc.
- (c) No electric connection etc. can be tapped from OHE.
- (d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- (e) Power block is correctly taken and permit to work' is issued.
- (f) The structure bonds, tack bonds, cross bonds, longitudinal rail bonds are not disturbed and if disconnected for work, they are reconnected properly when the work is completed. The track level is not raised beyond the permissible limit during the.

## **Extract of the General Condition of Contract of North Central Railway 2022**

### **(Clause 63 and 64 pertaining to Settlement of Disputes)**

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

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

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

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

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

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

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

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

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

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

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

- 63.2.2** The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.
- 63.2.3** If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.
- 63.2.4** The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.
- 63.2.5** Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:
- “I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality.”*
- 63.2.6** DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.
- 63.2.7** The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.
- 63.2.8** No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.
- 63.2.9** In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.
- 63.2.10** Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 63.2.11** In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- 63.2.12** The obligation of the Railway and the Contractor 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):** 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)(a):** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- 64.(1)(i)(b):** Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contacts/tenders, especially in large contracts.
- 64.(1)(i)(c):** As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crores. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).
- 64.(1)(i)(d):** Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.
- 64.(1)(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.
- 64.(1)(ii)(b):** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.
- 64. (1) (iii) (a):** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- 64.(1)(iii)(b):** The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 64.(1)(iii)(c):** The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- 64. (1) (iii) (d):** Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

- 64. (1)(iv):** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or 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 Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

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

- 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): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:**

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

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

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department. 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/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
  - (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
  - (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.
  - (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
  - (iii) While appointing arbitrator(s) under Sub-Clause 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.
- 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 08<sup>th</sup> 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.



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

**ANNEXURE – VI**

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

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

For tenders having advertised value more than ~~Rs 20 crore~~ \_\_\_\_\_ **RAILWAY** wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

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

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

Note:

(a) The Tenderer(s) shall furnish the details of –

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

**SPECIAL CONDITIONS/SPECIFICATIONS**  
**CONDITONS REGARDING SITE DATA AND SPECIFICATIONS**

**1.0 RECORDS AND REGISTERS**

The contractor shall maintain accurate record, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.

The following registers will be maintained at site by the contractor/s

**a) SITE ORDER REGISTER:**

The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior Officers and

**b) LABOUR REGISTER**

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

**c) 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.

**d) MATERIAL PASSING REGISTER**

**e) CEMENT AND STEEL REGISTER**

**f) AGGREGATE TESTING REGISTER**

**g) DAILY PROGRESS REGISTER**

**2.0 SAMPLING AND TESTING – PROVIDING SITE LAB FACILITIES**

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

**Site Lab**

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

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

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

**3. In buildings work, steel props should be used for shuttering.**

## **Illegal Gratification:**

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

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;
- vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering: or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

## **Punitive Provisions:**

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

i) If his bids are under consideration in any procurement

- a) Forfeiture or encashment of bid security;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

- a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one yearly
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

**\*\*\*\*\*End of Document\*\*\*\*\***