



पश्चिम रेलवे
Western Railway

**WESTERN RAILWAY
(SURVEY & CONSTRUCTION)
OFFICE OF THE
DY.CHIEF ENGINEER(C)II,
WESTERN RAILWAY, RATLAM- 457001
TENDER DOCUMENTS**

Tender No : RTM-RNQD-DyCE-C-II-02

Name of work: Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway

Mode of Tender : E-tender (Two Packet)

Approx cost : Rs. 925103149.43

Completion period: 12 (Twelve months including monsoon)

Date of closing. : 20.07.2026 (At 15:00 Hrs)

Date of opening.: 20.07.2026 (At 15:30 Hrs)

- Note:- i) Tender documents are not transferable.
ii) While submitting the offer, requisite amount of tender cost shall not be submitted i.e free of cost.
iii) For execution of agreement – "The agreement shall be executed based on the hard copy available in the Railway's Office".

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

TENDER AT A GLANCE

1. **Name of work:** Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway.

2. **Approximate cost of work. : Rs 925103149.43**

Component	Description (Scope of Works)	Amount (Rs)
Component "A"	Cost of Construction of Bridges with steel or composite girders on pile / well foundation	38,26,96,652.02
Component "B"	Cost of Construction of Bridges with PSC super structure on open foundation.	54,24,06,497.41
	Total cost of Work	925103149.43

3. **Mode of Tender : E-Tender (Two Packet)**
4. **Earnest money/Bid Security : Rs 18502100/-**
5. **Completion Period : 12 Months including monsoon.**
6. **Cost of Tender Document : Free of cost**
7. **Bidding system : Two Packet**

Tender closing time & date : at 15.00 hrs. on 20.07.2026

Tender opening time & date : at 15.30 hrs. on 20.07.2026

IMPORTANT NOTE: Tenderer may please take note of following: -

Method of submission of Bid Document

The tender shall be submitted as per "Two Packet System" described as below:

- The offer must be submitted online at E-Tender Portal www.ireps.gov.in.
- 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 as per policy issued and must be submitted scanned copy of the same along with the tender Document as instructed on www.ireps.gov.in only.
- Tenderer(s) must give their complete postal address of correspondence correctly with PIN code in the "**Mandate Form**" as provided in the tender document.
- The copies of the various letters/ documentary proofs/ statements etc. should be uploaded with Tender document and shall be properly indexed
- The tenderer/s shall quote his/their rate percentage above / below /at par under relevant

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

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column against specified schedules in the rate sheet only.

6. The required eligibility criteria have been prescribed in Clause No.10 of Tender Document. It is expected that the tenderer/s shall upload adequate documentary proof of having fulfilled those eligibility criteria. Normally, **there shall be no back reference to confirm the credentials.**
7. If the tenderers do not submit any proof for meeting with the eligibility criteria (Clause No. 10 as laid down in the NIT and Tender Document, the offer shall be considered incomplete and is liable to be rejected.
8. On IREPS Modules, a facility has already been created for online submission of Annexure-V. Therefore, the Provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS. (Ref: 2022ICE-UCT/GCC Correspondence dated 14.05.24)
9. **For eligibility criteria Clause No. (10.1 & 10.2) (Contractor's credential, Financial eligibility)**

The tenderer/s are required to upload attested copy of completed or substantially completed work completion certificate along with the offer in case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

10. Care in Submission of Tenders:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under:

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
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CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

- 10.1 **A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V. in case of other than Company/Proprietary firm Annexure --V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.**

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE - I

**WESTERN RAILWAY
TENDER FORM (FIRST SHEET)**

Tender No. RTM-RNQD-DyCE-C-II-02

Name of Work: Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway

To,

The President of India,

Acting through the Dy.Chief Engineer (Construction)II

Western Railway, Ratlam

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90** days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Western Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **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, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3.A Bid Security of ₹ **18502100/- (Rs One Crore Eighty five lakh two thousand one hundred only)** 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.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

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

5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness.

-

(1)_____

Signature of Tenderer(s)

(2)_____

Date _____

Address of the Tenderer(s)

--

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE - I (Contd. ...)

TENDER FORM (SECOND SHEET)

Name of Work: Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway

1. Instructions to Tenderers and Conditions of Tender

The following documents form part of Tender/Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Dy.Chief Engineer (Construction)II-Ratlam or obtained from the office of the Chief Engineer,(C)III/Churchgate Mumbai Western Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Dy.Chief Engineer (Construction)II-Ratlam or obtained from the office of the Chief Engineer,(C)III Churchgate Mumbai Western Railway Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications

- 2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the office of Dy.Chief Engineer (Construction)II-Ratlam and / or Chief Engineer,(C)III Churchgate Mumbai Western Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
- 3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

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in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of **12 months** from the date of issue of acceptance letter.

5.1 SYSTEM OF TENDERING

Tender will consist of Two packet and is to be submitted up to 15.00 Hrs on 20.07.2026 on E-tender portal www.ireps.gov.in. The tender will be opened on 20.07.2026 at 15.30 hrs on website www.ireps.gov.in.

- 5.1.1 **Single Packet System of Tendering:** Technical & Financial bid shall be opened at a time. In case of tenders costing less than Rs.10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
- 5.1.2 **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
- 5.1.3 **Pre Bid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
- 5.1.4 **Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- 5.1.5 **Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 5.1.6 **Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

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communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid

5.1.7 Two Packets with e-Reverse Auction System of Tendering: This system of tendering shall be adopted for the tenders of value more than Rs.50.0 Crores.

- (i) Tender shall be governed by Electronic Reverse Auction (e-RA) guidelines issued by Railway Board vide letter No. 2017/Trans/01/Policy/Pt-5 dated 28/03/2018 updated upto latest correction slips issued.
- (ii) Initial e-RA period / Initial cooling off period : 04 Hours.
- (iii) Auto Execution Period / Subsequent Cooling off Period : 30 Minutes.
- (iv) Minimum Decrement Percentages [%] : 0.20%
- (v) Date and Time for start of e-RA shall be communicated to qualified tenderers after evaluation of the Technical Bids.
- (vi) During auction period, identities of the participating tenderers will be kept hidden.
- (vii) Minimum admissible Bid value will be last bid value minus minimum decrement as specified before starting of reverse auction. Starting point for reverse auction shall be lowest initial Price Bid of the tenderer eligible for award.
- (viii) After close of RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.
- (ix) Railway users can also view the bidding history in chronological order.
- (x) Bidders are not allowed to withdraw their last offer.
- (xi) L-1 will be defined as the lowest bid obtained after the closure of RA session for Goods, Works and services tenders.

5.2 Opening of Tender

The e-tender is opened after closing date and time of submission online bids on Tender Portal www.ireps.gov.in through Digital Signature Certificate/Encryption Certificate of concern Authorized Officer of Railways on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.

5.3 Conditional offer and Alternative proposal by Tenderer

The tenderer/bidder shall submit offers that fully comply with the requirements of the Tender Documents including the Conditions of Contract, Design and Specification requirements if any. Conditional offer or alternative offers will not be considered intender evaluation and will be **SUMMARILY REJECTED**. The tenderer/bidder shall have no claims in this regard whatsoever.

5.4 Make in India Policy

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

5.5 Withdrawal of Offer

No Tender offer can be withdrawn in the interval between the after due date & time of submission and expiration of the Tender validity period. Withdrawal of offer during this period shall result in forfeiture of Tenderer Earnest Money.

5.6 Disaster Management

All the available vehicles and equipment's of the contractor can be drafted by the Railway Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Principal Chief Engineer or nominated Chief Engineer within 30 Days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway.

- 5.7** On IREPS Modules, a facility has already been created for online submission of Annexure- V. Therefore, the Provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS. (Ref: 2022ICE-UCT/GCC Correspondence dated 14.05.24)

**5.8 Implementation of Contractor 's'-Measurement Book ('e'- MB)
(Applicable for tender more than Rs 5 Crore)**

As per Railway Board's letter No. 2017/CE-UCT/9 New Delhi, Dated 31.05.2023, 'Contractor's e- MB' for measurement and Billing of Works contracts in IR-WCMS is implemented in this tender.

- 6. Bid Security:** Correction made through Advance correction slip No 11 vide Railway Board vide letter No. 2022/CE-I/CT/GCC-2022[POLICY/Pt.I (E-3320424) dated 13.03.2026 issued.

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

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note :

- (i) The Bid Security shall be rounded off to the Nearest 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 detailed above.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e excluding the last date of submission of bids)

(Advance Correction Slip No.5 to Indian Railways Standard General Conditions of Contract. April 2022 dated 20.10.23)

- 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 **Tender No RTM-RNQD-DYCE-C-II-02: Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway."** 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.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

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- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6.1 (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Western Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

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

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

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

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

- 8.** If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

8.1. 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.

9. Nature of tendering (Two Packet System).

The Tender will be opened online at www.ireps.gov.in at 15.30 hrs. on 20.07.2026

The tenderer will upload the scanned copies of following documents while submitting their offer.

- i) Audited Statement of Annual Turn over
- ii) Earnest Money in proper form.
- iii) Proforma No. I, to VIII (attached herewith).
- iv) Method statement, PERT CHARTS & Construction schedule vis-à-vis deployment resources.
- v) Bio data of key design and/or construction Engineers to be involved in this work.
- vi) Partnership deed.
- vii) Power of Attorneys.
- viii) Tender documents duly signed & completed.
- ix) Any other document the tenderers may like to submit in support of his credentials/scheme.

- 9.1 Only those tenderer/s who possess necessary past experience, special Tools & Plants and have sufficient expertise for this type of work are required to tender. Tenderer should furnish description of tools and plants available with the tenderer for this type of work.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

This Tender involving the work of Civil Engineering Department (Component "A") and (Component "B"). Bifurcation of each component with similar nature of work is as under. The Tenderer/s must fulfill the eligibility criteria of similar nature for each component separately as per above mentioned clause 10/10.1

COMPONENT	DESCRIPTION (SCOPE OF WORKS)	AMOUNT(Rs)	Similar Nature of work
Component "A"	Construction of Bridges with steel or composite girders on pile / well foundation.	38,26,96,652.02	"Bridge work involving Construction of bridge with steel or composite girder on Pile / Well foundation."
Component "B"	Construction of Bridges with PSC super structure on open foundation	54,24,06,497.41	" Bridge work involving Construction of bridge with PSC superstructure "
Total cost of work Rs		925103149.43	

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

(b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, 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 fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

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

Note for Item 10.1:

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

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

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

V= Advertised value of the tender in crores of Rupees

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

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

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

10.3. Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-VI**.

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

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

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

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

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

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm.

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For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB..
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

11. Tenderer Credentials:

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

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

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the **Dy.CE(C)II-Western Railway Ratlam** for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

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

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
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competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

(a) **Sole Proprietorship Firm:**

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) **HUF:**

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

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(c) **Partnership Firm:**

(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

(d) **Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).

(e) **Company registered under Companies Act 2013:**

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

(ii) A copy of Certificate of Incorporation

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

(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

(f) **LLP (Limited Liability Partnership):**

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

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

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) **Registered Society & Registered Trust:**

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

Signature of Tenderer(s)/

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- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

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

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

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

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether

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holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

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

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

AND

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

THEN

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted 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 17.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

(This clause shall be applicable for the works tenders of valuing more than 10 crore.)

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

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

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- 17.2** 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%.
- 17.3** 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.
- 17.4** 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.
- 17.5** Bid Security shall be submitted by JV or authorized person of JV either as :
- (i) Cash through e-payment gateway or as mentioned in tender document, or
 - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6** 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.
- 17.7** 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.
- 17.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 17.9** 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.
- 17.10** 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.
- 17.11** 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

Signature of Tenderer(s)/

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Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

- 17.11.1** Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 17.11.2** 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.
- 17.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.12** Authorized Member - Joint Venture members in the JV MoU shall authorize Lead members on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 17.13** 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.
- 17.14** Documents to be enclosed by the JV along with the tender:
- 17.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 17.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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

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

17.14.4 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.

17.14.5 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.

17.14.6 All other documents in terms of Para 10 of the Tender Form (Second Sheet)above.

17.14.7A power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of Attorney is being issued .However, the power of Attorney provided by bidders from countries that have signed the Hague Legislation convention 1961 are not required to be legalized by the Indian Embassy if it carries a confirming Apostille certificate

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

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

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

(a) For Works without composite components

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

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

(b) For works with composite components

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

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

Note for Clause 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

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

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

17.15.3 Bid Capacity

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

18 Participation of Partnership Firms in works tenders:

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19. Security Deposit:

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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

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Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

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

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

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

20. Performance Guarantee (PG)

The procedure for obtaining Performance Guarantee is outlined below:

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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms
- i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per Annexure-XVII

Note :-

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

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

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

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- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: (Correction made through Advance correction slip No 11 vide Railway Board vide letter No. 2022/CE-I/CT/GCC-2022[POLICY/Pt.I (E-3320424) dated 13.03.2026 issued.

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

Note: Vide Railway Board letter No 2026/W-III/GCC/2(e-BG) (3533120) dated 16.06.2026: Acceptance of e-Bank Guarantee (e-BG) in works contracts and PGMS/PMS/PSSA/GC is applicable in accordance with guidelines issued in the policy and attached with the documents.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through PFA Western Railway, Churchgate Mumbai.

Beneficiary: **Western 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.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

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

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

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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

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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.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT

In case of joint venture firms, the "Memorandum of Understanding for Joint Venture Agreement" as per proforma below on non-judicial stamp of Rs. (Cost as per the rules of the state in which work is to be executed) should be uploaded.

This memorandum of understanding executed this day of.....20.....between (Name of Co.) a company registered under The Companies Act 1956 / The Companies act 2013 having its registered office at.....having GST No.....and PAN No.....

..... represented through its Director/ Authorized Representative.....(hereinafter referred to aswhich expression shall unless repugnant to the context thereof includes it successors) of the FIRST PART.

AND/OR

M/s a partnership firm constituted under the Indian Partnership Act 1932, having its registered office at..... having GST No.....and PAN No.....represented through its Partner Shri.....Authorized Representative Shri(hereinafter referred to as..... which expression shall unless repugnant to the context there of includes its successors of the FIRST PART/SECOND PART.

AND/OR

M/s.....a proprietary concern having its registered office athaving GST No.....and PAN No.....represented through its Sole proprietor Shri (hereinafter referred to as..... which expression shall unless repugnant to the context there of includes it successors of FIRST PART/SECOND PART/THIRD PART.

Whereas, the party of the first part i.e. M/s.....details to be supplied of the expertise in their field.

Whereas, the party of the second part M/s.....details to be supplied of the expertise in their field.

Whereas, the party of the Third part M/s.....details to be supplied of the expertise in their field. AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a joint Venture Firm to participate in the Tender No..... of Western Railway of Indian Railways. Now, therefore, in consideration of the promises and mutual promises and of the undertaking contained herein, it is hereby agreed between the parties of this MOU as follows:

The purpose of MOU

M/s , and agree to co-operate with each other for the purpose of joint participation in the Tender No. of Western Railway of Indian Railways and in the event, the contract is awarded, to jointly execute the contract. The Broad interfaces and scope of work of each party is set forth below:

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

-
.....
- (1) The name of the Joint Venture firm shall be
- (2) The parties, hereto, represent agree and undertake that :
- (a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
- (b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the Tender No..... of Western Railway of Indian Railways.
- (c) That each of the parties of JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

Sr. No.	Name of constitution of	Share of interest in
1		
2		
3		

(d)"That M/s shall be the lead member of JV firm who shall have a majority (at least 51%) share of interest in the JV firm. 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% (strikes out which is not applicable) and all right, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the

(e) Parties in proportionate to these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

(3) The parties to this MOU undertake:

- (a) That after submission of the tender, the MOU shall not be
- (b) modified/altered/terminated during the validity of the tender including extension and maintenance period except when modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated.
- (c) That after the contract is awarded the constitution of the J.V. Firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc., "but in no case the minimum eligibility criteria would be vitiated". Further failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- (d) That with respect of the WR Tender neither party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the party/parties, is or are in any way interest, shall complete together with or through any third party, nor shall be parties advise, consult for, engage in or otherwise assist in any way person or entity or any affiliate thereof in respect of any orders or contracts related to this tender.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

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- (e) That none of the members of joint ventures is black listed and/or debarred by the Railways or any other ministry or department of Govt. of India/State Govt. from participation in contract/under in the past either in individual capacity or the JV Firm or partnership firm in which they were/are members/partners.
- (4) Joint & Several Liability: In respect of the WR Tender, all commercial terms shall comply each part on back-to basis specifications of the WR Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Indian Railways in course of execution or due to non- execution of the contract or part thereof arising out of the contract.
- (5) Shri Shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment in the name of JV, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of WR tender/Contract. All notices/ correspondence with respect to the contracts would be sent only to this authorized partner/person of the JV Firm. (All the above actions shall be in the name and on behalf of JV).
- (6) Notwithstanding anything herein, in respect of the WR Tender, with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
- (7) It is agreed by the parties to this JV that all the relevant extant policy guidelines shall be followed by the Joint Venture.
- (8) Responsibility: Each Party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to this Scope of Work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.
- (9) Assignability: No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the prior written consent of the other party and that of the Railway.
- (10) Use of Machinery, Instruments, Labour Force, etc.: The Parties here to undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for the purpose of execution of the contract without any hindrances and obstacle.

Signature of Tenderer(s)/

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(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

- (11)** Duration of MOU: It shall be valid during entire currency of the contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.
- (12)** It is agreed by the parties to the JV that they shall always indemnify Rly administrations against all actions, suits, claims demands and proceedings or any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Joint Venture in connection with the performance of it's obligation under this MOU or agreement with the Rly administration during or on the cessation of the said agreement or MOU.
- (13)** Applicable Law: The MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at the place where MOU is executed/ signed between the parties.
- (14)** Settlement of Disputes: In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes between/amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/ any statutory modifications made thereafter.
- (15)** All communications or notices provided for herein shall be in the English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:-
M/s M/s
..... All correspondence and notices to the Joint Venture firm shall be addressed to the Lead Member i.e. M/s /Shri..... at the address stated herein below:-M/s Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.
- (16)** Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes levied or imposed or any of its employees or personnel or any of its subcontractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.
- (17)** In witness whereof, the Parties have caused this MOU to be executed by their respective authorized representative on the date and year mentioned herein above.

Signature:
Signature:
Shri
.....
M/s
.....
Witness: -
Witness: -
Name:
Name:
Address:
Address:

Signature:
Shri Shri
M/s M/s
Witness: -
Name:
Address:

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

NON-TECHNICAL

SPECIAL CONDITIONS/SPECIFICATIONS OF CONTRACT

Name of work: Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway.

- 1. These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the Indian Railways Standard General Conditions of Contract (GCC edition April-2022) and Standard Specifications-2010 as laid down in the Indian Railways Unified Standard Specifications (Works & Material) Volume I & II 2010.**
- 2. Where there is any conflict between these Special Conditions of Contract on one hand and Standard Specifications and Indian Railway General Conditions of Contract (GCC edition April-2022) on the other hand, the former shall prevail.**
- 3. Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the Railway.**

4.1 Law Governing the Contract:

The contract shall be governed by the law for the time being in force in the Republic of India

4.2 Compliance to Regulations and Bye-Laws:

The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.3 Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

5.0 Communications to be in Writing:

All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the

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Deputy Chief Engineer (Const)II ,
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For & on behalf of The President of India

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works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

6.0 Service of Notices on Contractors:

The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

7.0 Occupation and Use of Land

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

8.0 Assignment or Subletting of Contract: Correction made through Advance correction slip No 11 vide Railway Board vide letter No. 2022/CE-I/CT/GCC-2022[POLICY/Pt.I (E-3320424) dated 13.03.2026 issued

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

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

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Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting. \$ May be deleted if the Contractor is not a Consortium/Joint Venture.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

(iii) There is no banning of business with the sub-contractor in force over IR.

- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor

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also for the portion of work subcontracted and successfully completed by the sub-contractor.

- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

9.0 Assistance by Railway for the Stores to be obtained by the Contractor

Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

10. Railway Passes

No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

11. Carriage of Materials

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefore.

12. Use of Ballast Trains

The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

13. Representation on Works

The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this

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provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

14. Relics and Treasures

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

15. Excavated Material

The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, tree rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

16. Indemnity by Contractors:

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

17. Force Majeure Clause

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17-A

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

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- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work

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affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

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

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

S.No.	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

Signature of Tenderer(s)/

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

NOTE:

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

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

18.(1) Illegal Gratification: (Correction made through Advance correction slip No 11 vide Railway Board vide letter No. 2022/CE-I/CT/GCC-2022[POLICY/Pt.I (E-3320424) dated 13.03.2026 issued): 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 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

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related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

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

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

i) If his bids are under consideration in any procurement

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

ii) If a contract has already been awarded

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

iii) Provisions in addition to above:

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

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

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EXECUTION OF WORKS

19.1 Contractor's understanding:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.2. Commencement of Works:

The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

19.3 Accepted Programme of Work

The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the

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Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

19.4. Setting out of Works

The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall cooperate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20. (i) Compliance to Engineer's Instructions:

The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

(ii) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

(iii) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

(iv) Separate Contracts in Connection with Works: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the

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reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

21 Instruction of Engineer's Representative

Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision

- 22 (i) Adherence to Specifications and Drawings:** The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

- (ii) Drawings and Specifications of the Works:** The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

- (iii) Ownership of Drawings and Specifications:** All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.

- (iv) Compliance with Contractor's Request for Details:** The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

- (v) Meaning and Intent of Specification and Drawings:** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23 Working during Night:

The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he

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24 may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor

25 **Sheds, Storehouses and Yards:**

The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26 **Provision of Efficient and Competent Staff at Work Sites by the Contractor:**

26.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The Contractor shall at once remove from the works any agents, permitted subcontractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff

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and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of GCC.

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

- 26A (i) The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- 26A (ii) In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- 26A (iii) 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'.

27.(1) Workmanship and Testing

The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

27(2) Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

28 Facilities for Inspection

The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access

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to every part of the works and to all places at which materials for the works are stored or being prepared

29. Examination of Work before Covering Up:

The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30 Temporary Works

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

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

(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply..

(3) Water Supply by Railway Transport:

In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

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

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the

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cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

32. Property in Materials and Plant:

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise

33.(1) Tools, Plant and Materials Supplied by Railway:

The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Railway's Plant:

The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution During Progress of Works:

During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water Courses:

Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of Access to Premises:

During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all

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premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public:

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

34.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

35. Use of Explosives:

Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

36.(1) Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- (c) Necessary for the safety of the works or any part thereof, or
- (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to

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such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

- 36.(3) Suspension Lasting More than 3 Months:** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

37 Rates for Items of Works:

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

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38 Demurrage and Wharfage Dues:

Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

39 (1) Rates for Extra Items of Works:

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the

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parties in the matter would be final and binding on the Contractor and the Railway.

40.(1) Handing over of Works:

The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of Site on Completion:

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-

- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
- (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on

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execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to Contract to be in Writing:

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

42.(1) Powers of Modification to Contract:

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

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

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

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

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

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

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

(d) Variation to quantities of Minor Value Item:

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

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

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

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

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

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

42.3 Valuation of Variations:

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

CLAIMS

43.(1) Quarterly Statement of Claims:

The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month quarter and no claim for payment for such work will be considered which has not been included in such particulars..

43.(2) Signing of "No Claim" Certificate :

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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44. **Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

45(i). **Measurement of Works by Railway:**

The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

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

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

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work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

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

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken:

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

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

46.(1) "On-Account " Payments:

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

46.(2) Rounding off Amounts:

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The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs 1.

46.(3) On Account Payments not Prejudicial to Final Settlement:

"On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46.(4) Manner of Payment:

Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

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

46A.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.

46A.3 Validity:

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

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

46A.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.

46A.5 No price variation shall be admissible for fixed components.

46A.6 The percentages of various components in various type of works shall be as specified

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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	Lc	20	25	30	20	50	20	20	0	0	10	25
3	Steel	Sc	0	0	0	0	0	0	0	85	0	50	0
4	Cement	Cc	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PMc	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	Fc	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	Mc	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	Ec	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

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- 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

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

- (i)
$$L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$
- (ii)
$$M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$
- (iii)
$$F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$
- (iv)
$$E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$
- (v)
$$PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$
- (vi)
$$S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$
- (vii)
$$C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

- (viii)
$$T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$
- (ix)
$$R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$
- (x)
$$N = [(P_T - P_O) / P_O] \times 85$$
- (xi)
$$I = [(I_T - I_O) / I_O] \times 85$$

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

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

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _c	% of Labour Component in the item(s)
M _c	% of Material Component in the item(s)
F _c	% of Fuel Component in the item(s)
E _c	% of Explosive Component in the item(s)
PM _c	% of Plant, Machinery and Spares Component in the item(s)
S _c	% of Steel Supply item Component in the item(s)
C _c	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _s or/and W _c or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _s	Gross value of work done by Contractor for item(s) of supply of steel.
W _c	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.

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W_{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W_{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L_B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period.
L_Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
M_B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M_Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
F_B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F_Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration.
E_B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E_Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM_B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM_Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S_B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.

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S_Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C_B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period.
C_Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.
R_T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R_O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P_T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P_O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z_T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z_O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I_T	RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
I_O	RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

(a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:

SIGWK = Value of signalling works for a stage payment of the item signalling works;

INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;

INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;

COMWK = Value of telecommunication works for a stage payment of the item telecommunication works;

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:

$$(i) \quad VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times$$

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$$\begin{aligned} & (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o \\ & + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o \\ & + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o; \end{aligned}$$

- (ii) $VINVSIG = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POTH \times (OTH_i - OTH_o) / OTH_o];$
- (iii) $VINTGTESTSIG = 0.85 \text{ INTGTESTSIG} \times [PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o];$
- (iv) $VCOMWK = 0.85 \text{ COMWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o];$
- (v) $VINVCOM = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o + POTH \times (OTH_i - OTH_o) / OTH_o];$ and
- (vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o].$

Where

VISGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

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PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQP_o = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called "**WPI**") for communication equipment for the month of the Base Month;

CEQP_i = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX_o = The WPI for electronics for the month of the Base Month;

ELEX_i = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C_o = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C_o = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C_o = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9C_o = Price per Km of cable as per purchase order/ Contract agreement.

S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P6C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

P6C_o = Price per Km of cable as per purchase order/ Contract agreement.

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S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P4C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

P4C_o = Price per Km of cable as per purchase order/ Contract agreement.

S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

P2C_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

P12C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C2.5 = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C2.5_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

P2C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P2C25_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

P2C25_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C25 = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "**CPI**") for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

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OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

(b) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	****%	***%	—	****%	****%	—
Communication Equipment (PCEQP)	—	—	—	****%	****%	—
Optical Fibre Cable (POFC)	****%	—	—	****%	—	—
30C x 1.5 sq mm signalling cable(S30C)	****%	—	—	****%	—	—
24C x 1.5 sq mm signalling cable (S24C)	****%	—	—	****%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	****%	—	—	****%	—	—
12C x 1.5 sq mm signalling cable (S12C)	****%	—	—	****%	—	—
9C x 1.5 sq mm signalling cable (S9C)	****%	—	—	****%	—	—
6C x 1.5 sq mm signalling cable (S6C)	****%	—	—	****%	—	—
4C x 1.5 sq mm signalling cable (S4C)	****%	—	—	****%	—	—
2C x 1.5 sq mm signalling cable (S2C)	****%	—	—	****%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	****%	—	—	****%	—	—

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2C x 2.5 sq mm signalling cable (S2C2.5)	***%	—	—	***%	—	—
2C x 25 sq mm signalling cable (S2C25)	***%	—	—	***%	—	—
0.9 mm dia, 6Quad cable (QC)	***%	—	—	***%	—	—
Labour (PLB)	***%	—	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signalling cables is variable as per Price Variation Formula given below:

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - Cuo) + CCFcu(CC - CCo) + FeF (Fe - Feo)$$

For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - Cuo) + AlFcu(Al - Alo) + CCFcu (CC - Cco) + FeF (Fe - Feo)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Alo) + CCFAI(CC - CCo) + FeF (Fe - Feo)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

Cuo = Price of copper Rod in Rs. Per MT

$CCFCu$ = Variation factor for PVC Compound for Copper Signalling & Telecom cable

CCo = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminium

Alo = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

$CCFAI$ = Variation factor for PVC Compound for Aluminium power cable

FeF = Variation factor for Steel

Feo = Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

(Prices per MT for Cuo , CCo , Feo , Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The

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above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)

Cu= Price of Copper Rod in Rs. Per MT.

C_c= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

(i) Size 30 C x 1.5 sq.mm.

$$P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(ii) Size 24C x 1.5 sq.mm

$$P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iii) Size 19C x 1.5 sq.mm

$$P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iv) Size 12C x 1.5 sq.mm

$$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - CC_o) + 0.289(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(v) Size 9C x 1.5 sq.mm

$$P9C_i = P9C_o + 0.117(Cu - C_{uo}) + 0.241(CC - CC_o) + 0.383(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

Size 6Cx 1.5 sq.mm.

(vi) Size 6Cx 1.5 sq.mm

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$$P6C_i = P6Co + 0.078(Cu-Cuo) + 0.199(CC-CCu) + 0.329(Fe-Feo)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4Co + 0.052(Cu-Cuo) + 0.152(CC-CCo) + 0.277(Fe-Feo)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(viii) Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2Co + 0.073(Cu-Cuo) + 0.156(CC-CCo) + 0.3(Fe-Feo)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(ix) Size 12C x 2.5 sq.mm

$$P12C2.5_i = P12C2.5o + 0.282(Cu-Cuo) + 0.371(CC-CCo) + 0.342(Fe-Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(x) Size 2C x 2.5 sq.mm

$$P2C2.5_i = P2C2.5o + 0.047(Cu-Cuo) + 0.139(CC-CCo) + 0.277(Fe-Feo)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C25_i = P2C25o + 0.146(Al-Alo) + 0.303(CC-CCo) + 0.306(Fe-Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$PQC_i = PQCo + 0.135(Al-Alo) + 0.139(Cu-Cuo) + 0.515(CC-Cco) + 0.693(Fe-Feo).$$

For PVC Compound Grade CW-22, is to be taken into consideration.

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.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_Q or S_B
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	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

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	categories	
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(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

46A.10 Price Variation during Extended Period of Contract

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

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

47 Maintenance of Works:

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect. **Maintenance period of this work is 6(six) months from the certified date of completion of work.**

48.(1) Certificate of Completion of Works:

As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer

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shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

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

48.(2) Contractor not Absolved by Completion Certificate:

The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48(3) Final Supplementary Agreement:

After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

49. Approval only by Maintenance Certificate:

No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate:

The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway. The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and

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that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

50.(2)

Cessation of Railway's Liability:

The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3)

Unfulfilled Obligations:

Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

50.(1)

Final Payment:

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

50.(2)

Post Payment Audit:

It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract..

51.

Production of Vouchers etc. by the Contractor:

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- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection..
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor

52.

Withholding and Lien in Respect of Sums Claimed:

with this or any other Railway or any Department of the Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract Central Government pending finalization or adjudication of any such claim..

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A

Lien in Respect of Claims in other Contracts:

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

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- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

53. **Signature on Receipts for Amounts:**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter-se.

54. **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 thereunder 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.

Signature of Tenderer(s)/

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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.

54-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 there under 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

55.

Provisions of Payments of Wages Act:

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

55-A.

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

55-A.(1)

The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

55-A.(2)

The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

55-A.(3)

The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules

Signature of Tenderer(s)/

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wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by subcontractors

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

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

55-B. **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

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

55-C (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation 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

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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."

55-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..

56. 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 arrangements to render all possible assistance.

57. 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 subcontractor 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.

57-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

Signature of Tenderer(s)/

Date: _____

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- under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.
- 58. 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.
- 59.(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.
- 59.(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.
- 59.(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.
- 59.(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.
- 59.(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.
- 59.(6) Treatment of Contractor's Staff in Railway Hospitals:**

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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.

59. (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.

59. (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.

59.(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.

60.(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 subcontractors for the execution of work.

60.(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.

60.(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.

60.(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

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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.

61. DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract:

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

61.(2) Payment on Determination of Contract:

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

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

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or

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- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work

62.(2) Right of Railway after Rescission of Contract owing to Default of contractor:

In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted:

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

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

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) 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.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

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- (iv) 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.
- (v) 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.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996

63.1

Matters Finally Determined by the Railway:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

63.2

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

63.2.1

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

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

63.2.2

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

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- 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.

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63.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1) : Demand for Arbitration:

64.(1)(i): 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)(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

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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): Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a 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 Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator 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 is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior

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Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

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 receipt 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.

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 fails to act without undue delay, the 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).

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

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

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

- (a) Serving Gazetted Railway Officers of not below JA Grade level.
- (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (c) Age of arbitrator at the time of appointment shall be below 70 years.
- (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)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) 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 there from.

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.

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- 64.(4):** In case of the Tribunal, comprising of three members, 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. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed 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. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64.(8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.
- 65 Omissions & Discrepancies:**
Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 66.0 Inflammable Articles**
Inflammable materials, such as petrol, oil, etc., shall be stored separately from other materials and all due precautions as required under the Indian Explosives Act, or any other act shall be taken by the Contractor(s) to prevent any fires, etc.
- 67.0 Figures, Dimensions, etc.**
Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.
- 68.0 Arrangements for Permits or License**
Arrangements for permits and license for materials will not be made by the Railway or any assistance given. The Contractor will have to make his own arrangements. Also no import license shall be arranged by the Railway for this work.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

69.0 Taxes and Royalties**69.1 SALES TAX**

All the elements of Sales Tax, GST if any, shall be considered to be included in the rates quoted by the tenderer/s in this tender

69.2 All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the Contractor(s) to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

69.3 Deduction for Income Tax

The Railway will deduct 2% of income tax on the gross amount and Surcharge and Education Cess charges on income tax, if any of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recorded while making payment to the Contractor/s. The settlement of income tax should be made with the Income Tax authorities.

69.4 All taxes such as Income tax, Sales tax, GST and other taxes as prescribed by Central/State Govt. from time to time shall be applicable. The Contractor shall be fully responsible for payments of all such taxes without any liability of Railway Administration deduction towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time.

70. All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST law.

70.1 As per Advance Correction Slip No. 6 dated 21.12.23 to Indian Railways
Standard

General Conditions of Contract, April 2022, New Para 6(a)(v), Part I of GCC shall be read as under—

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

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

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

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
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returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

71. Implementation of GST Act 2017- Procedure for Payment of contractual bill

(Ref: Railway Board's letter No.2016/CE-I/CT/12/GST/Pt.I dated 29-6-2017)

On Indian Railways presently 'Work executed by contractor' is recorded in measurement book by Railway duly accepted by contractor. Railway prepares 'On Account/final contract certificate' for the payable amount based on the work executed and the rates quoted by the contractor duly deducting various statutory taxes like Work contract tax/service tax/royalties/Income tax etc as per applicable rate. Further railway deposit the statutory deductions themselves to the concerned authorities.

1. With GST Act in force, it will be the responsibility of the service providers(i.e. contractor) to submit the invoice(bill) duly segregating the GST component from the Gross amount of the work executed.
2. The procedure as mentioned below while dealing the Contractors payment is to be followed

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

(i) The 'On account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates duly segregating the GST component as desired in Para (iii) below;

(ii) Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC-2014, the calculation of 'Gross amount of work executed' amount of work executed excluding GST amount and 'GST amount' in the on account/final contract certificate shall be done as under:

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

X=Amount of work executed excluding GST amount

Y= GST amount as per applicable GST rate for the goods/service code.

R=Percentage rate of GST for the goods/service code

Then $Z=X+Y$, $Y=X \times R/100$

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

(B)(i) Once the on account / final contract certificate is prepared by railway and communicated to contractor, the contractor shall submit invoice(bill) on his letter head duly segregating the amount of work executed excluding GST amount and GST amount (i.e. "X" & "Y" as mentioned in para 3(A)(iii) above) along with invoice No.(Bill No.) and all other details required under GST act, The sample GST compliant invoice is annexed as **Annexure**

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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- (ii) In case contractor is liable to be registered under GST Act, Railway shall pay to the contractor Gross amount of work executed (i.e. "Z" as mentioned in Para 3(A)(iii) above duly deducting all other leviable taxes like I/tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas railway shall deposit all other taxes deducted to concerned authority as is being done presently
- (iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid " amount of work executed excluding GST amount" 9 i.e "X" as mentioned in para 3A(iii) above) duly deducting all other leviable taxes like I/tax, labour cess, royalty etc as applicable. Railway shall deposit GST amount as well as all other taxes deducted to concerned authority.
- (iv) In case any need arises to modify the invoice(bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

Annexure

1. Supplier Name
2. Supplier GSTIN
3. Invoice No.
4. Invoice issue date
5. Total value
6. Taxable value
7. Goods A/c HSN, Service accounting code
8. Goods and services description
9. Unit qty code
10. Quantity
11. Rate
12. Whether eligible for ITC- Partial/Full/Nil
13. IGST rate
14. IGST charged amount
15. CGST rate
16. CGST charged amount
17. SGST/UGST Rate
18. SGST charged amount
19. Cess rate
20. Cess charged amount
21. Name/ recipient of service/Goods
22. Place of supply
23. Recipient GSTIN
24. Tax payable on Reverse Charge Basis(Y/N)

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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Tender No. RTM-RNQD-DyCE-C-II-02

25. TDS

72. Notices to Public Bodies

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

73.0 Inspection Register and Records

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

(i) Site Order Register

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

(ii) Cement Register

This register will be maintained to record daily receipt and issue of the cement duly indicating the balance quantity. The quantum of the work done for the cement issued on a particular date will also be maintained.

(iii) Steel Register

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

(iv) Labour Register.

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

(v) Log book of events.

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

(vi) Inspection Register.

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

(vii) Structural Register.**(viii) Programme and Progress Register.**

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

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

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

74 COMPLETION PERIOD

The Contractor/s shall have to complete the work in all respects within a period of **12 Months (including monsoon)** from the date of issue of acceptance letter of the tender.

75.0 SIGNING OF CONTRACT DOCUMENTS

75.1 The tenderer/s whose tender is accepted shall be required to appear at the office of the Deputy Chief Engineer (C), Western Railway, Ratlam – 457001, in person or in a firm or corporation duly authorized representatives shall so appear and to execute the contract documents within seven days after notice that the contract documents are kept ready for execution.

75.2 Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

75.3 In the event of any tenderer/s whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway may determine that such tenderer/s has/have abandoned the contract and there upon his/their tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damages for such default.

75.4 Please note that the Contract Agreement shall be executed only after acceptance of Performance Guarantee by the Competent Authority.

76. EXTENSION OF TIME LIMIT OF CONTRACT

In case the work is delayed due to reasons attributable to the Railway or the contractor/s the completion period of the contract shall be extended in accordance with the provision of General conditions of contract.

77.0 Advances to Contractor –

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

(a): Mobilisation Advance –

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

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

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

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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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Tender No. RTM-RNQD-DyCE-C-II-02

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

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

(b): Advance Against Machinery and Equipment –

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

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

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

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

- (ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization advance.
- (iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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Tender No. RTM-RNQD-DyCE-C-II-02

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

78. Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders

Ref:(i) Railway Board's letter No. 2017/AC-II/9/10 Pt 3 dated 09.05.18

(ii) Railway Board's letter No. 2017/AC II/9/10 Pt I, dated 20.02.18

1. It has been decided by Railway Board that henceforth, all works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.
2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth.
 - (i) For all the tenders having advertised cost of Rs 10 lakh 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 the 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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

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the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from the against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (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 Authorization.
 - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
 - (i) On issuance of Document of Authorization, a copy of document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
 - (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
 - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
 - (n) Any numbers of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
 - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
 - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e, not through LC.
3. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure – 1(LC).
 4. Necessary changes in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC.

Annexure – 1 (LC)

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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Tender No. RTM-RNQD-DyCE-C-II-02

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 slight 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

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 _____.

(xi) Validity/period for which LC is to be opened.

(Signature)

Name: _____

Designation: _____

(Official Seal)

Annexure-2 (LC)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
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DOCUMENT OF AUTHORIZATION

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

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

This document is issued against contract No. _____ (FROM IREPS) _____ dated _____ for supply/work of _____ (DESCRIPTION OF GOODS/WORK FROM IREPS) _____

The beneficiary of the aforementioned Letter of credit M/s (NAME AND VENDOR CODE)..... (Vendor Code..... as per (IRPES.....) is entitled to receive payment aggregating INR.....\$ \$\$..... (FROM ABSTRACT OF BILL PASSED)..... but 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.	I.CDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: - _____\$ \$\$ _____

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorized Railway authority)

Name

Designation

Official Seal

79.0 SPECIMEN FORMAT OF INDEMNITY BOND FOR SALES TAX OR ANY OTHER TAXES:

(On Stamp Paper of Rs.100/-)

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

This Indemnity bond is executed on this _____ Two Thousand _____ by _____ (Name of Contractor) (hereinafter called contractor) a company incorporated Under the Companies Act, 1956 having its registered office at _____ in Favour of the President of India acting through the Chief Administrative Officer (Con)/Chief Engineer (Con) Western Railway, Churchgate, Mumbai/ Dy. Chief Engineer(C) I, Western Railway, Indore hereinafter called the 'Railway' which expression shall include its successors and assigns.

Whereas, the indemnifier has entered into a contract bearing LOA No _____ dated _____ for _____ execution _____ of _____ (Name of work).

AND Whereas, in terms of Clause no. 21 of Tender Document, _____ (Name of contractor) of the said contract the indemnifier is required to execute an Indemnity Bond in favour of 'Railway' against any claim by Govt./Local Bodies for all taxes and Royalty levied by State Government and/ or central government/ Local Body.

Now, by this Indemnity Bond _____ (Name of the Contractor) undertakes as under:

That _____ - (Name of Contractor) hereby undertakes and binds himself to act as per condition of the LOA No. _____ Dated - _____ and undertakes to indemnify, the Western Railway represented through the Chief Administrative Officer (Con)/Chief Engineer (Con) Western Railway, Churchgate, Mumbai/ Dy. Chief Engineer ©I, Western Railway, Indore against any claim by Govt./ Local body for all taxes and royalty levied by State Govt./ Central Govt./ Local bodies.

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

That this Bond shall be irrevocable during its period and shall remain in full force and effect till it discharged by 'Railway' in writing.

In witness whereof, _____ (Name of Contractor) has hereto set its hand through its authorised representative under the seal of the company on _____ this day, month and year first above mentioned.

Date:
Witness(With Address)

EXECUTANT

- 1)
- 2)

80.0 Safety precautions: General

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

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- 1. Safe working of contractors.** A large number of men and machinery may be required to be deployed by the contractors for execution of work. it is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.
- i. The contractor shall not start any work without the presence of Railway supervisor at site.
 - ii. Wherever the road vehicles and/ or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway s schedule of dimensions. For this purpose the area where road vehicle and / or machinery are required to ply, shall be demarcated and acknowledge by the contractor. Special care shall be taken for turning/ reversal of road vehicles/ machinery without infringing the running track. Barricading shall be provided whenever justified running track. Barricading shall be provided wherever justified and feasible as per site conditions.
 - iii) The look ;out and whistle caution orders shall be issued to the trains and speed restriction imposed where considered necessary suitable flagmen/ detonators shall be provided where necessary for protection of trains.
 - iv) The supervisor/ workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued.
 - v) The unloaded ballast/ rails/ sleepers/ other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
 - vi) Supplementary site specific instructions wherever considered necessary, shall be issued by the Engineer in charge.
 - vii) A rope having luminous red strip wrapped around it must be stretched by tying to the OHE masts or any other post to indicate the area not to be infringed under any circumstances.
 - viii) At every 500 mts ,locations having adequate space and level for proper turning of vehicles shall be ear marked and a modular, portable steal fencing at a distance of 3.5 m shall be erected in a length of 20 mts. for turning of vehicles.
 - ix) At places of turning of vehicles planned out a safety guard/ flagman in special orange colour illuminious/ reflective uniform shall be posted during execution of the work who shall supervise the turning of vehicles after seeing, the movement of trains and shall ensure that under no circumstances the vehicle touches the fencing erected. These safety guards shall also carry binoculars so as in watch the vehicles/ trains from a distance as well for any necessary action by him if need be. Sectional Engineer in charge of the work shall ensure that slopes of the nominated places are kept away from the running lines so as to avoid the possibility of any rolling down of vehicles.
 - x) These nominated places shall have the status as of states for run through train and the safety guard/ flagman shall, stand, attentively facing the track and should hold green and red hand signal flags furled up on separate sticks, the green flag in the left hand and red flag in the right hand during the day time and a lighted hand signal night time. If any unsafe condition is noticed on the train he shall attract the attention of train crew by blowing whistle as well as showing danger or other signal as warranted. At the

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Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

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nominated turning place of each day board with text vehicle turning station/ W shall be erected by the safety guard W indicate the need for whistling by in coming train motorman/ driver on the nearest track. In the even of any untoward incident like say a vehicle infringing the track safety guard/ flagman shall arrange to stop the train by planting short circuit operating clip and putting detonators, showing red hand signal as in case of obstruction on a track, showing, red hand signal as in case of obstruction on a track.

- xi. At such nominated places temporary whistle boards shall be erected so as to invite the attention of motorman/drivers to whistle when passing such locations.
- xii. At each site where construction vehicles of the contractor are required to ply along the track a patrolman by contractor shall be deployed to see that the driver does not have any tendency to come closer to the track and infringe.
- xiii. All the authorized drivers of the road vehicles/ machines shall be given a red flag/rod lamp so that in the event of any obstruction they at least stop the incoming trains.
- xiv. The contractor shall be given copy of the procedure order so that they turn drill/train their staff.
- xv) The contractor shall not allow any road vehicle (belonging to him or his supplier etc.) to ply in railway land next to the running line. If for execution of certain works viz. Earth work for parallel railway line and supply of ballast for now or existing rail line gauge conversion etc. road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the engineer in charge for permission giving the type & no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/ movement. The engineer in charge or his authorized representative shall personally check the validity of road vehicle Drivers, contractor's flagmen and supervisor and will given written permission giving names for road vehicle drivers ,contractor's flagmen and supervisor to be deployed on the work, stating location, period and timing of the work. This permission will be subject to the following obligatory conditions.
 - a) The road vehicles shall not ply between sunset and sunrise and when visibility is impaired due to dust storm/ fog etc. during day hours. In case of emergency, night working may be permitted with prior approval from Dy.Chief Engineer(C) as per provision of GCC.
 - b) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
 - c) The vehicles shall ply 7 m clear of track. Any movement/ work at less than 8 m up to minimum 3.5 m clear of track center, shall be done only in the presence of railway employee authorize by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5 m from track centre.
- xvi. The movement of lorries/ near the track shall be prohibited during night as well as during day when visibility is impaired due to dust, storm/ for etc. in case it is inescapable adequate protective measures including lighting shall be ensured and specific approval of Dy Chief Engineer obtained for each such occasion.
- xvii. Machines and vehicles which are required to move less that 8 mts. away from the track, it shall be in the presence of railway employee authorized by Engineer in charge.

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- xviii. The contractor's representative shall be issued a certificate by XEN/AEN to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track.

80.1 Wherever any work is to be commenced/ executed/ resumed / Sr. Sectional Engineer in charge of the work shall apply for permit to work called Engineer work permit (EWP) from Dy CE(C) in charge of the work with the necessary details in the format enclosed (A). On receiving the application for permit to work through AEN/XEN. Dy CE© shall issue permit to work to the sections Engineer.

This procedure order is applicable for works, which do not require traffic blocks or spend restriction and are to be executed beyond 3.5 m from central line of the nearest running track. All the works, which require traffic block or speed restriction on the track, irrespective of their distance from the nearest running track, shall continue to be executed as per General and Subsidiary rules and relevant Manuals as applicable.

- 80.2 I) The Sr.Section Engineer in charge of the work shall ensure that the standard safety precautions are taken for work to be executed within a distance of 3.5 mts. To 8 mts. of the nearest running line.
ii) Regarding Electrical/ Signaling work, at work site the in charge of the work shall ensure that the standard safety precautions are taken care of and no work in the vicinity of 2 mtrs of live OHE/PSI should be carried out without obtaining "Permit to work".

- 80.3 The unloaded ballast/ rails/ sleepers/ other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

81. SAFETY PRECAUTIONS TO BE TAKEN WHILE PERMITTING PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS

- 81.1 Whenever a lorry or any other form of road transport if required to ply along, or in the vicinity of a running line or any other railway track where Railway Engines or trains are scheduled to move, the contractor shall inform the Engineer, in writing, of such requirement specifying the locations and the duration of the time over which such specified road vehicles have to operate in the area(for leading, loading or unloading of earth, ballast or any other material, plant or equipment) without any obstruction or dislocation to the running of trains. The contractor shall also furnish the particulars of vehicles and the names and photographs of driver and attendant retained for each vehicle to enable the Engineer to issue necessary permits allowing the holder to operate the vehicles, with such restrictions regarding the duration and/or location as are considered necessary. Such permits shall be returned to the Engineer as soon as the work for which it is issued is over.

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

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- 81.3 The contractor shall also be bound by the provisions of this agreement, to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railway Act and to seek and be guided by the signals and other directions of any lookout men or other personnel retained for the purpose of ensuring safety, and to ensure care and vigilance while turning, reversing or moving the road vehicle in any other manner, at an inclination to the running Railway track or the siding, as the case may be.
- 81.4 The contractor also undertakes to make good at his own cost any inconvenience, loss, damage or other expenses caused to or incurred by the Railway Administration and to pay such amounts as determined by the Engineer to be recoverable from the contractor as penalty or damage for any omission, negligence, careless, oversight or accident on the part of any of the contractor's agent, drivers or attendants or any other person to whom the services of the holder of the permit (issued by the Engineer) has been lent or otherwise made accessible or available).
- 81.5 Any breach of these conditions by the contractor and/or his agent affecting the safety of movements of trains, engines or other rolling stock of the Railway shall constitute a breach of contract by the contractor entailing liability for termination of contract for default on the part of the contractor.
- 81.6 The tenderer/s will be permitted to make use of the level crossing for crossing the track after observing the standard railway safety precaution. If such precautions are not taken, these will be enforced by the railway by adequate arrangements and the cost thereof shall be recovered from the contractor. The contractor shall follow the instructions as per Annexure 'A'
- 81.7 **SITE INSPECTION BEFORE TENDERING.**
The contractor/s shall inspect the proposed site of work and acquaint himself/themselves with site conditions working hours storing space for materials, approach road/pathways available etc. and all relevant items connected with the execution of work. No claim shall be entertained from contractor making his own arrangements for approach/approach roads from outside Railway land and contractor will bear entire expenses such as road taxes payment on right of way etc. to outsiders.

82. Annexure to Telecommunication Circular No. 17/2013

JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALLING, ELECTRICAL AND TELECOMMUNICATION CABLES.

(RAILWAY BOARD'S LETTER No: 2003/TELE/RCH/I/Pt. IX DATED 24.06.2013)

- A number of Engineering works in connection with gauge conversion/doubling/third line are in progress on various Railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins, ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization under open line or construction units under CAO/C, are executing various Signaling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying

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voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Deptt. Generally, these works are executed by contractors employed by these organizations.

- However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.
- Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and Railtel organisation, wherever such works are being done by them) officers of the respective divisions and by the construction organisation, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.
- S&T department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200 m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.DEN/DEN or Dy.CE/C, as the case may be, by Sr. DSTE/DSTE or Sr.DEE/DEE of the divisions or Dy. CSTE/C or Dy. CEE/C within 15 days in duplicate. Sr. DEN/DEN or Dy.CE/C will send copies to their field unit i.e AEN/SE/P. Way & Works.
- Before taking up any digging activity on a particular work by any agency, Sr. DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. Sr.DSTE/DSTE or Sr.DEE/DEE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan, shall permit the work in writing within 7 days of the request by concerned department.
- After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg official for commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Engg. agencies in the execution of the

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work. However basic responsibility will be of the department executing the work and the contractor, Creation of posts is not mandatory.

- The SE/P.Way or SE/Works shall pass on the information to the concerned SE/Sig. or SE/Tele or SE/Electrical (TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P.Way or SE/Works, who in turn shall pass on the information to the test room/network operation center of RailTel/TPC/Electrical control
- On receiving the above information, SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
- The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering control and shall pass it on to S&T/RailTel& Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account. On receiving the above information SE (Sig) or SE (Tele) or SE (Elect.) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
- In case of works being taken up by the State Government, National Highway Authority etc,, the details of the permission given i.e. the nature of work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test room/Network Operating Centre of RailTel/TPC/Elect. Control.
- Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/RailTel/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors / RailTel supervisors/ Electrical supervisors.
- The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele/ SE/Electrical(TRD or G) or Rail Tel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.
- In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it

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properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig. or SE/Tele or SE/Electrical (TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut.

- In all the sections where major project are to be taken up/going on RailTel/S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
- No new OFC or quad cable shall be laid close to the existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Dy.CSTE/C or Dy.CEE/C and shall be got approved from the concerned Sr. DSTE/DSTE or Sr. DEE/DEE and also from the concerned Dy.CE/C for new lines and from the concerned Sr.DEN for all other projects including doubling GC etc., to avoid possible damage in future. Such approval shall be granted within 15 days of the submission of the request.
- The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
- In case damage is caused to OFC/Quad cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:-
- Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.
- The alignment of the cable does not tally with the information provided to the contractor.
- The cable depth is found to be less than 800 mm from normal ground level.
- No representative of S&T department/RailTel was available at site guarding the cables on the fixed pre-determined date and time.
- Penalty to be imposed for damages to cable shall be as under:-

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	Rs. 1.00 Lakh

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Only OFC	Rs. 1.25 lakh
Both OFC & Quad	Rs. 1.5 Lakh
Electrical Cable	Rs. 1.0 Lakh

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.

- Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF,

ANNEXURE –1

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FORMAT 'A'**FORM FOR ENGINEERING WORK PERMIT (EWP)**

1. Name of the Railway Supervisor
2. Location of work
3. Nature of work
4. Agency
5. Machineries deployed
6. Working hours
7. I have personally checked the arrangements of rope barricading, fencing at turning locations, posting of staff by the railway by the Contractor, erection of display boards training of staff, issue of permits to drivers and I am satisfied that it shall be possible to adhere to the standard safety precautions at site as reproduced in the enclosed Annexure 'S' except those indicated in para 8 below. Further I have made all the departmental arrangement require for adherence of safety precautions.
8. In case of following it shall not be possible to adhere to Annexure 'S' provisions as mentioned below.
9. However in view of Para 8 following extra safety provisions will be taken at site to ensure safety.

Incharge Senior Sectional Engineer(Works)

Remarks of AEN(W)

Remarks of Dy. CE(C)

Based on the above certificate, I hereby permit the above work for a period of _____ days i.e. upto _____.

Dy. Chief Engineer (Const.)

Date:

C/- Sr. DSO-RTM, Sr. DEN , AEN concerned Sr. Sectional Engineer (P. Way) Sectional Engineer, PWM Concerned (with 5 spare copies).

AEN © In-Charge

PWI © Safety

CE© N-CCG

Notes

1. A copy of this permit on issue shall be pasted on the site order book.
2. Each work location shall require separate EWP

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**SCOPE OF WORK AND SPECIAL CONDITIONS/SPECIFICATIONS OF CONTRACT
(PART-II) (TECHNICAL)**

Name of work :Construction of major and minor bridges, protection works & other misc. works between proposed Nagda and Ratlam 3rd and 4th Line section in connection with Nagda - Ratlam Quadrupling Project of Ratlam Division - Western Railway.

1.0 Scope of work

1.1. Above mentioned work is to be executed between proposed Nagda to Ratlam 3rd and 4th Line section. The scope of the work under this tender involves:

- a) Construction of abutments, piers and wing/return walls of major bridges & minor bridges (as per attached list) including foundation (open/ pile), substructure and superstructure including excavation in all type of soil/ rocks to make them suitable for BG traffic of 25T loading as per Railway/ RDSO approved drawings.

BRIDGE LIST				
S. No.	Br. No.	Proposed Span Arrangement		
		Chainage	Span	Type Of Bridge
1	297	665470.029	1 X 3.05 M PSC SLAB	Minor Bridge
2	298	665932.937	1 X 3.05 M PSC SLAB	Minor Bridge
3	299	669711.402	6 X 18.30 M COMPOSITE GIRDER	Major Bridge
4	301	672088.731	1 X 3.05 M PSC SLAB	Minor Bridge
5	302	675676.865	3 X 12.20 M PSC SLAB	Major Bridge
6	306	682565.404	3 X 12.20 M PSC SLAB	Major Bridge
7	307	684651.601	1 X 6.10 M PSC SLAB	Minor Bridge
8	309	687317.515	1 X 3.05 M PSC SLAB	Minor Bridge
9	310	688682.16	1 X 12.20 M PSC SLAB	Major Bridge
10	315	693023.132	1 X 3.05 M PSC SLAB	Minor Bridge
11	316	694118.912	1 X 6.10 M PSC SLAB	Minor Bridge

- b) Supply, fabrication, assembling and erection of steel composite girders manufactured in well equipped workshop approved by RDSO and RDSO vendor. The Scheme for fabrication, assembling, erecting of girders is to be submitted by the contractor and the same shall be got approved by Railway. Launching of Girder's by mechanical means

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- over non running tracks with the approved scheme. (Scheme duly approved by Railway shall be submitted by Contractor).
- c) Casting of deck slab, crash barrier, parapets and wearing coat over deck slab as per RDSO designs & drawings. Items will be operated under Schedule 'B' under USSOR item 22054.
 - d) Protection works, construction of toe wall, retaining wall, stone pitching, dirt wall, approach slab, ballast retainer and inspection steps etc.
 - e) Provision of transition system on bridge approaches as per latest RDSO guidelines.
 - f) Supplying & utilization of ordinary portland cement.
 - g) Supplying and utilization of reinforcement steel for RCC works and structural steel.
 - h) Span arrangement and type of structures are tentative and may change for which contractor shall not have any additional claim.
 - i) Prior to start execution of work contractor have to provide barricading along the running line/ track as per instruction of the Engineer in charge for safety of running train traffic.
 - j) Lighting arrangement & signage boards for night working if required should be provided by the contractor and nothing extra will be paid on this account.
 - k) Site office, size approximately 35 Sqm plinth area is to be constructed by the Contractor at his own cost at place as decided by the Railway, within two months from the date of commencement of work. Site office should be well furnished with furnitures, electricity supply, light arrangements, fans, air-conditioner, continuous (24 hour) running potable cold water to the kitchen and toilet.
 - l) Contractor shall necessarily facilitate four wheeler road vehicles (Mahindra Scorpio/ Tata Harrier/ Xylo/ Bolero or similar make) to Railway's Officers/ Engineers/ Site Supervisors for site supervision and inspection from office/ nearest railway station as and when required at his own cost. On failure, recovery @ Rs. 4,500 per day per vehicle shall be made from the running/ final bill.
 - m) Various tests have to be conducted by the Contractor as per the special conditions of Contract for comprehensive assessment of quality of soil, concrete (including cube test, core test, permeability test, NDT test), cement, steel and other materials. No extra payment for carrying out such tests will be made to the contractor.
 - n) Execution of any other incidental items which are part or connected with works covered in this tender.
- 1.2 Railway reserves the right to accept the tender in whole or part or reject any tender without assigning any reasons for such action.
- 1.3 While finalizing of tender, splitting up of tender under different schedule is not contemplated. The tender will be treated as whole. Entire work covered under the contract will be awarded to one agency only.
- 1.4 Detailed working drawing (wherever required) Railway approved will be supplied by the Engineer on asking for the plans and contractors will be required to execute the work according to these drawings. No separate drawing will be issued due to variation in

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- foundation level and the contractor are expected to construct the structure on the basis of same working drawing with altered depth of foundation.
- 1.5 In some cases the level/dimensions shown on the plans may have to be altered by the Engineer, to suit the latest requirement found at the time of execution of the work and the contractor/s will be bound to carry out the work according to the rate quoted by him/them. No claim/compensation whatsoever will be entertained in this regard.
- 1.6 Payment for the construction of pile under relevant USSOR item shall be made only after passing of it's test results of integrity testing of pile using "Cross Hole Ultrasonic Method" and "Low Strain/ Sonic Integrity Test/ Sonic Echo Test method". The testing of pile shall be done by third party agency or by Railway through another contract. The testing of piles shall be done in accordance with RDSO guideline BS-41-R1 and ASTM Code D6760 for "CHUM" and in accordance with IS 14893 and RDSO guideline BS-41-R1 for "Low Strain/ Sonic Integrity Test/ Sonic Echo Test method".
- 1.7 For Composite Girder Bridges, payment for stud bolts / shear connectors shall be made under Schedule 'E' - USSOR item 41010 - 41011, on actual weight basis.
- 1.8 The contractor shall prepare the bar chart giving the activity wise details within seven days from the date of issue of acceptance letter. The progress shall be reviewed w.r.t. this bar chart once in fortnight. The contractor shall continue to resubmit revised bar charts in the first week of the beginning of every new month so that completion of each activity matches with stage targets.
- 2.0. This tender contains seven schedules i.e. Schedule 'A', Schedule 'B', Schedule 'C', Schedule 'D', Schedule 'E', Schedule 'F' and Schedule 'G'.**
- i). **SCHEDULE 'A'** : This schedule consists of USSOR items for Earthwork, to be operated and governed in accordance with the relevant specifications of works laid down in Indian Railways Unified Standard Specification (Formation works, Bridge works and P.Way works) – 2021, corrected up to date and special conditions /specifications of contract.
- ii). **SCHEDULE 'B'** : This schedule consists of USSOR items for Bridge and related works, to be operated and governed in accordance with the relevant specifications of works laid down in Indian Railways Unified Standard Specification (Formation works, Bridge works and P.Way works) – 2021, corrected up to date and special conditions /specifications of contract.
- iii). **SCHEDULE 'C'** : This schedule consists of USSOR items for Supply and utilization of Cement, to be operated and governed in accordance with the relevant specifications of works laid down in Indian Railways Unified Standard Specification (Formation works, Bridge works and P.Way works) – 2021, corrected up to date and special conditions /specifications of contract.
- iv). **SCHEDULE 'D'** : This schedule consists of USSOR items for Supply & utilization of Steel, to be operated and governed in accordance with the relevant specifications of works laid down in Indian Railways Unified Standard Specification (Formation works, Bridge works and P.Way works) – 2021, corrected up to date and special conditions /specifications of contract.
- v). **SCHEDULE 'E'** : This schedule consists of USSOR items for Superstructure - Steel Girder, to be operated and governed in accordance with the relevant specifications of works laid down in Indian Railways Unified Standard Specification (Formation works, Bridge works and P.Way works) – 2021, corrected up to date and special conditions /specifications of contract.

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vi). **SCHEDULE 'F'** : This schedule consists of SOR CPWD-DSR-2023 items, to be operated and governed in accordance with the relevant specifications of works laid down in CPWD-DSR Specifications (Vol I & II), Edition-2023, corrected up to date and special conditions /specifications of contract.

vii). **SCHEDULE 'G'** : This schedule consists of NS items for the above mentioned works.

The tenderers shall quote his/their percentage above/ below for each schedule of works accordingly, after reading and understanding the conditions.

**3.0 SPECIAL CONDITION AND SPECIFICATION FOR NON SCHEDULE ITEMS
SCHEDULE 'G' (Non Schedule Items):**

3.1 1/NS : Providing & laying a layer of three dimensional cellular confinement system GEOCELL made of ultrasonically-welded HDPE strips, which acts as a subgrade/subbase improving reinforcement mat weld distance of each

3.1.1 The scope of work is to lay the transition system on the approaches of bridges, as per RDSO's GE: R-50 (Revision-2) up to date.

3.1.2 The geocell supplied shall strictly be in conformity with the item description and IS 17483. All the tests as prescribed in the IS 17483 shall be carried out on the Geocell and if it qualifies the standards then only it shall be used in the work. All the test results shall be enclosed with as a proof with each running bill. Rate is all inclusive of tests and test results.

3.1.3 Mode of Measurement & Payment: The unit of measurement shall be Sqm and payment shall be made on Pro-rata of minimum of theoretical & actual work done.

3.2 2/NS : Providing and fixing 50mm dia sonic M.S. pipe for CHUM test of pile including water proof jointing, lowering, placing and fixing in position, end pipe as a complete Job. Payment of steel reinforcement for ring to hold M.S. Pipe if provided will be made under relevant USSOR item.

3.2.1 Steel pipe shall be provided as per RDSO guideline for integrity test of piles BS-41 R1, November-2023 amended up to date.

3.2.2 Pipe shall be tested as per IS:7343-1986, guided by standards such as GB/T31438-2015 and ASTM D6760 prior providing in pile for each lot/batch.

3.2.3 Sonic pipes are welded steel tubes used in deep foundation testing, with typical specifications including a 50mm inner diameter having minimum 1.0mm wall thickness and a tensile strength of at least 315 MPa. Key specifications also involve allowable tolerances for outer diameter and wall thickness as well as physical requirements such as being straight, free of cracks, and having clean, watertight ends.

3.2.4 Material and construction

- Material: Carbon steel, specifically mild steel.
- Type: Welded pipe.
- Surface: Often finished in black; can be galvanized.
- Structure: Designed to be watertight and free of obstructions to allow for unobstructed passage of probes

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- 3.2.5 Application and installation
- Usage: Primarily used for the Cross Hole Ultra Sonic Logging (CSL) test to assess the integrity of concrete foundations like piles and diaphragm walls.
 - Installation: Should be placed within the rebar cage and grouted to ensure good bond with the concrete and prevent contamination.
 - Sealing: Ends must be sealed to prevent ingress of water or grout, except during the grouting process.
- 3.2.6 The joints of the acoustic detection pipe should match the interface size and material of the equipment being tested, and have good pressure resistance, wear resistance and chemical corrosion resistance.
- 3.2.7 Before installation, the acoustic detection pipe should be subjected to sealing tests, such as water injection tests, air pressure tests, etc..
- 3.2.8 During the production and hoisting of the steel cage, care should be taken to protect the acoustic detection pipe to avoid damage such as collision and extrusion.
- 3.2.9 During the concrete pouring process, the vibrator should be prevented from directly contacting the acoustic detection pipe to prevent the acoustic detection pipe from shifting or rupturing.
- 3.2.10 After provision of pipe and casting of pile, the smoothness of the acoustic detection pipe should be checked, and if there is any blockage, it should be cleaned in time.
- 3.2.11 The sonic logging pipe mainly complies with the standard "Thin-walled steel sonic logging pipe for concrete cast-in-place piles and its use requirements" (GB/T31438-2015). This standard stipulates the technical indicators of the sonic logging pipe, such as the size, wall thickness error range, tensile strength, tensile test, flattening test, bending test, hydraulic test, eddy current damage, sealing test, pull-out test, vibration test and torque test.
- 3.2.12 Measurement & payment shall be made as per actual provided in the pile for testing of pile.
- a. 60% payment shall be paid on actual provided in pile after casting of pile.
 - b. 30% payment shall be paid after testing of pile using Cross Hole Ultrasonic Method.
 - c. Balance payment of (a) or {(a)+(b)} shall be made after casting of pile cap (for which testing of pipe done or not done as per RDSO guideline for integrity test of piles BS-41 R1, November-2023 amended up to date being only test shall be performed on 25% of overall number of piles.
- 3.3 3/NS : CHUM testing by installing transducers in the access tubes in each pile and deploying analyzers through competent NABL accredited testing agency, collection of data, storing of data, analysis of data, submission of test report (in 3 copies) along with conclusion and recommendations.**
Self Explanatory
- 3.4 4/NS : Cable location: finding the existing various cables in station yard and along the track by excavating cross/ longitudinal trenches, cable finder (Locator) or any other suitable instruments the various cables of signaling, telecom, OFC, electrical or any other department. A line diagram/ sketch showing the cables will be prepared & submitted as per the direction of**

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Engineer in charge. The measurement will be made as per actual excavated length of trench.

Self Explanatory

4.0. SPECIFICATION FOR NON-WOVEN GEO TEXTILE – USSOR-2021 ITEM 13090-13091

- 4.1. Supplying, laying Non-woven Needle Punched and Mechanically or Thermally bonded type Geotextile for use as Separator/Filtration for Railway formation as per RDSO Specification No. RDSO/2018/GE:IRS-0004 - Part I made of Polypropylene / Polyethylene / Polyamide or combination there of having apparent opening size of less than or equal to 85 microns and elongation at failure more than 50% in both directions including transportation labour, lead & lift complete as directed by Engineer in-charge.
- 4.2. Geo grid samples should be tested for the properties as per specified test method from a recognized laboratory before laying. Only punched & oriented geo-grid made of polypropylene shall be used.
- 4.3. Performance will be monitored in terms of track settlement and cross level variation at regular time intervals for all test sections. Condition of Geo-grid should also be monitored and recorded after every regular interval say one month.
- 4.4. Sample of Geo-grid and Geo-textile at the direction of Engineer shall be tested for RDSO specifications at contractor's cost in any institute mentioned below- IIT- Chennai, IIT-Delhi, IIT- Bombay, BTRA- Mumbai, BICS- Hyderabad, BTG- Ahmedabad, SASMIRA- Mumbai, CBRI- Roorkee, CIPET- Chennai.
- 4.5. Railway will arrange the BCM required for the work. Charges for assisting BCM machine shall be payable under relevant item of contract.
- 4.6. The contractor has to make the arrangement to reduce the diameter of Geo-grid rolls to a diameter of 250mm to 300mm to facilitate for insertion below the cutter bar of the BCM.
- 4.7. Required overlap of minimum 50cms/any length as decided by the engineer in charge has to be provided between the rolls of the Geo-grid and Geo-textile.
- 4.8. The payment to the contractor will be made for each sq. mt. of the geo-grid that is supplied to the railways and laid in the track including overlaps.
- 4.9. Railway shall allow the contractor to execute the work only when test report is received from the lab.
- 4.10. Manufacture of Geo-grid/Geo-textile from whom these are taken and provided should have ISO: 9001 certification.

5.0. SPECIFICATION FOR EARTH WORK

- 5.1. The rates quoted by the tenderer/s shall be deemed to include work necessary for setting out the execution of works in the different phases as ordered by the Engineer's representative. No extra payment shall be made for such works or for phase works carried out which are necessary for satisfactory execution of work.

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- 5.2. The rates quoted by the tenderer/s shall include clearing the site of all bushes, roots, grass, demarcating by furrows the toes/edge of the slope of banks/cutting and cost of setting out by stakes, bamboos, strings, pegs etc. and benching of slopes. After site clearance all pockets and depressions left in the soil if any shall made good and compacted.
- 5.3. The rates for each work in bank shall also include excavation in all type of soil whether dry or wet, loading in to and unloading from contractor/s own transport all leads and lift, filling in bank layers, dressing all slopes and surfaces to final dimension.
- 5.4. Rates for earthwork in bank/cutting shall also included the cost of maintenance of the bank/cutting by the contractor to the correct profile including repairs of all rain cuts and removal of slips, making good the profile etc. until final measurements have been taken by the Engineer or his representative. Complete bank/cutting shall be taken over after the final measurements are recorded.
- 5.5. No extra payment shall be made for any interruption or shrinkage, settlement slips damage etc. that take place due to rains during the course of works and/or for wet excavation. Final measurement will be taken and finished bank/cutting to required slope taken over after the works is completed to the satisfaction of the Engineer.
- 5.6. The rates shall include cutting of trees up to ground level and branches (infringing moving dimension and coming in the way of earth work) up to 30m away from the toe of the proposed bank and also uprooting the major roots to a maximum depth of 1.5m such branches and trees and roots cut by the contractor/s will be allowed to be taken away by him/them after obtaining necessary permission from the Forest Department wherever necessary. Contractor will indemnify the Railway against all the claims made by the Forest Department in this regards.
- 5.7. The affected trees and branches which are coming in the way of work will be marked by the Engineer's representative and only these trees and branches which have been thus marked and listed will be removed by the contractor/s. No claim from the contractor/s in regards to trees/branches, bush wood etc. stolen from the site before or after their cutting will be admissible.
- 5.8. The rate includes execution of earth work in water logged and swampy area wherever they came across and no claim for any extra payment on this account shall be entertained. The initial ground level will be taken on top of the surface and no extra payment due to settlement of ground on account of earthwork above will be considered.
- 5.9. The work shall be carried out as per the longitudinal section plan to be furnished by the Engineer or his representative and cross section profile to be furnished by the contractor's representative. L-section and cross section profiles and Railway yard plans can be made during the course of work, if necessary. Rates are inclusive of the scope of preparation of cross section profiles. Railway reserves the right to make changes in alignment and formation level as considered necessary to suit the site condition and no compensation in any form will be admissible on this account. The contractor will have to execute the work as per final plans at the rate/rates quoted by them.
- 5.10. Rates are inclusive of the works of clearing the site after completion of work.

LEVELLING, INTERVALS, ETC.

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- 5.11. Normally longitudinal level shall be taken at interval of 40m. Where the ground is uneven or there is sudden rise or fall in levels, levels may be taken at closer intervals.
- 5.12. For cross section, levels shall be taken at interval of not more than 5m level for cross section may be taken at closer intervals, if they are so warranted.
- 5.13. Before the commencement of the work, the cross sectional levels of the ground will be taken in the presence of contractor/s and will be plotted due course by the contractor's representative. The contractor/s will be required to sign both the level books and the profile sheets and start works only after this.

6.0. MEASUREMENTS.

- 6.1. The final measurements will be taken by cross sectional measurement of bank/cutting, levels for the purpose will be recorded in the presence of contractor/s and will be plotted on the original sheets in due course. The contractor/s will be required to sign both the levels books and final profile sheets.

- 6.2. The volume of the bank/cutting will be calculated by the average area method given as under:-

$$V = D \left(\frac{A_0}{2} + A_1 + A_2 + A_3 + \dots + \frac{A_n}{2} \right)$$

Where A₀, A₁, A₂, A₃ A_n are the area of different cross section at distance 'D' apart and "V" is volume calculations of the area of cross sections will be based on paras below.

- 6.3. Contractor/s will ensure correct levels for doing earthwork in bank, levels will be checked at different stages of the work to form the basis for running bill payments. No extra payment will be admissible for subsidence of the original natural ground that may take place during execution. The rates quoted by tenderer/s will be deemed to have correct such exigencies.
- 6.4. Extra earthwork above the required level will have to be scrapped by the contractor/s before recording the final levels. No payment will be made for such extra earthwork or for removing if to bring to the required levels.
- 6.5. Final payment will be made on the basis of cross sectional area of the finished bank/cutting. The finished bank will mean the bank which has been finished up to desired formation level. No extra payment for settlement of the banks, if any, having taken place during the execution / natural settlement due to rain etc. or for settlement of the earthwork in to the natural ground will be admissible.
- 6.6. The work shall be carried out as per the longitudinal section plan and cross section profile.
- 6.7. Changes in the L-section can be made during the course of the work, if necessary.
- 6.8. Only L-section of the alignment shall be supplied to the contractor/s. Unless ordered otherwise by the Engineer or his representative at site, the slopes of the bank/cutting shall be as follows:-

Cutting in all soils

1 -H to I-V

Cutting in rock not requiring blasting

½ H to I-V

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Cutting in rock requiring blasting	¼ H to I-V
Bank in all soils	2 -H to I-V

The side slopes can be varied to suit local conditions as per written orders of Engineer or his representative.

- 6.9. The toe/edge line for the bank/cutting as per the side slopes and required net formation levels will have to be worked out by the contractor/s and work done as per correct toe line Toe line and a reference line shall be marked at site (by the contractor) as laid down in Works Hand Book, Part-III (amended with correction slip as mentioned earlier) and got approved by the Engineer or his representative before the work is actually commenced. When final profiles are plotted subsequently payment up to theoretical toe line only will be made, any excess beyond theoretical profile will not be paid.
- 6.10. The theoretical toe distance shall be worked out with reference to the top edge of required level of the bank which will be lower than the formation level at the center due to cross slopes of 1 in 30. Any excess work beyond the theoretical profile will not paid for dressing the top of the bank for recording final level.
- 6.11. The execution of earthwork including completion of the same shall confirm to latest version of codes of practice mentioned below with the amendment incorporated up to the date of opening of this tender.
- I. IS-2720 Part-II 1973 – Method of test for soil determination of water contents (IInd Edition).
 - II. IS-2720 Part-III Section I of 1980 – Method of test for soil determination of specific gravity.
 - III. IS-2720 Part-IV 1975 – Method of test for soil grain size analysis.
 - IV. IS-2720 Part-V 1974 – Determination of liquid and plastic limit.
 - V. IS-2720 Part-VIII 1983 – Determination of moisture content-Dry density using heavy compaction.
 - VI. IS-2720 Part-XIV 1983 – Determination of density index (Relative density) of cohesion less soil.
 - VII. IS-2720 Part-XVII 1964 – (4th reprint Jan. 1980) Method of test for soil determination of field moisture equivalents.
 - VIII. IS-2720 Part-XXI – Determination of dry density of soils in plate or bore cutter methods.
 - IX. IS-1498-1970 – Classification and identification of soils for General Engineering purpose.
IS-10379-1982 – Code of practice for field control of moisture and compaction of soils for embankment and sub grade.
 - XI. Western Railway Standard Specification Part-III (Work Hand Book) 1984 Edition.
 - XII. Guide lines for earthwork in Railway Project (1987) Published by RDSO-Lucknow revised up to date.
 - XIII. Indian Railways Unified Standard Specification (Formation works, Bridge works and P.Way works) – 2021.

Note: Above and all the latest amendments/Revision of these codes and manual in practice shall be applicable, if any.

7.0. SPECIFICATION FOR MECHANICAL COMPACTION OF EARTHWORK.

- 7.1. After site clearance all pockets and depressions left in the soil, if any, shall be made good and compacted.

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- 7.2. Earthwork shall be done in layers not exceeding 300mm thick in the loose state and compacted with suitable roller to obtain the density specified as per IS-10379-1982. The number of passage of roller and the optimum thickness of each layer will be fixed after carrying out field trials with the roller proposed to be used, from time to time and from location to location, the main criteria being to obtain the maximum density achievable uniformly.
In case of restricted working space or otherwise where normal roller can not be used, use of vibrator roller or the rammers will be made for achieving compaction to the required degree. No separate payment will be made for use of vibrator roller wherever required.
- 7.3. Cohesion less soil shall be compacted to get a minimum density index (Relative density) of 70 % as obtained in accordance with IS-2720 (Pt. XIV) 1983 with latest amendments.
- 7.4. All other type of soils when compacted shall attain at least 90/98% of maximum dry density as determined using heavy compaction in accordance with IS-2720 Part-VIII 1983 followed by field trials per IS-10379-1982 with latest amendments.
- 7.5. If the soil is dry, water shall be sprinkled either in the borrow pit or over the spread layer, as convenient in order to obtain a workable moisture content before rolling is commenced. Where the natural moisture content of borrow soil is high. Compaction at higher moisture contents can be allowed by the permission of Engineer or his representative.
- 7.6. Each layer shall be compacted to the specified density over its entire width commencing from the two sides, before another layer is started.
- 7.7. While compaction, it shall be ensured that there is a min. overlap of 150mm between each run of the rollers.
- 7.8. Care should be taken during the compacting operation to slope the surface of the bank to facilities the shedding and to minimize the absorption of rain water, particular attention being given to the prevention of ponding.
- 7.9. The density of each layer of compacted soil shall be ascertained by the Railway by testing and an adequate number of soil samples.
- 7.10. The quality of work shall be determined by considering the mean density of the samples in each layer. The mean dry density shall be equal to or exceed the minimum specified density. In no individual case shall the density be less than the minimum value specified by more than 2 percent otherwise further rolling shall be done at the appropriate location.
- 7.11. The contractor shall be allowed to lay a further layer of soil, only after the compaction of a particular layer has been found satisfactory.
- 7.12. The top of the formation shall be finished to a slope of 1 in 30 away from the centre.
- 7.13. Extra width of 50cm shall be rolled on either side which after finished bank up to final height, shall be dressed by removing the loose earth on account of rollers not able to compact the soil at the edge of formation width. Cost of this extra width and of cutting the same to corrected profile shall be deemed to be included in rates quoted in earth work in bank and payment shall be made for final profile of bank only. No extra claim will be admissible on this account.

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7.14 EARTHWORK WITH CONTRACTOR'S OWN EARTH.

7.14.1 For carrying out earth work with contractor's own earth should be brought by the contractor/s from land outside Railway boundary. The contractor/s shall not bring earth from a distance less than 500m (Five hundred meters) measured perpendicular to the track from center line permitted on either side. The earth used by the contractor/s as his/their own earth shall be approved by the Engineer before the same is brought to site of work.

7.14.2 Soil to be normally avoided are:

- a) Organic clays, organic silts, peat, chalks, dispersive soils, poorly graded gravel and sand with uniformity coefficient less than 2.
- b) Clay and silts of high plasticity (CH&MH) in the embankment.
- c) No mud/linear decayed vegetable matter shall be allowed in bank.

7.14.3 Frequency of test at site: At least one test at every change of soil strata subject to minimum of one test for every 20000 cum to assess suitability of fill material and to lay down OMC and MDD/Relative Density. The number of test can be increased by the Engineer. The cost of testing from the approved laboratory shall be borne by contractor/s.

7.14.4. QUALITY CONTROL EARTHWORK.

The field lab shall have the following minimum equipment as relevant IS codes which will be set up by the contractor.

Sr. No.	Item as per IS Code	Qty.
01	Physical balance with wt. 130 x 200 gm	01 No.
02	Pan balance 10 Kg capacity with wts. Accurate up to 1 gm.	01 No.
03	Core cutter with dolly as per IS-2720	05 Nos.
04	Equipment for sand replacement method	02 Nos.
05	Rammer for cutter	02 Nos.
06	Kerosene stove	02 Nos.
07	Bhamelled dishes (small)	06 Nos.
08	Spatula	02 Nos.
09	Wash bottle (1 liter)	01 No.
10	Procter's compaction apparatus with rammer (Heavy)	01 No.
11	Compaction needle	01 No.
12	Enameled pans/trays	03 Nos.
13	100 CC Glass cylinder	01 No.
14	50 CC Glass cylinder	02 Nos.
15	IS sieve set and sieve shaker	01 No.
16	Moisture meter	01 No.
17	Kerosene oil	As required.

7.14.5 Setting up GE Lab at construction site

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The field lab shall have manned adequately by trained official and staff capable of carrying out required investigation, soil testing and quality control at site.

To ensure uniformity, improve quality assurance and strengthen material testing and workmanship control, Site Laboratory must be set by Contractor at his own cost as per the standard General arrangement Drawings / type plan for Site Laboratory issued by HQ-Construction-Design and attached as **Annexure-II**.

The following minimum equipment as relevant IS codes which will be set up by the contractor.

	DESCRIPTION OF EQUIPMENT	REFERENCE I.S. CODE	OF	UNIT
	IS set of sieves with base & top lid 20mm, 19mm, 10mm, 4.75mm, 2mm 600mic, 425mic, 212mic, 75mic.	ISS-460		2 sets
	Hand operated sieve shaker for above sieves			1 No.
	BALANCE			
	i) Pan balance – 10kg capacity (with 1.0gm Least Count) ii) Electronic balance – 500gm capacity (with 0.1gm Least Count)			
	Field density apparatus complete a) sand replacement b) core cutter with dolly	2720-1974 Part - XXVIII 2720-1975 Part - XXIX		2 sets 5 sets
	Modified heavy Proctor density apparatus full unit	2720 part –8-1983		2 sets
	Liquid limit apparatus hand operated with counter & grooving tools.	2720 part -V-1985		2 sets
	Shrinkage limit apparatus			1 no.
	Stainless steel spatula -25cm long			2 no.
	Porcelain bowl for LL -15cm dia			3 no.
	Aluminium dish with lid- 5cm dia			4 no.
	Wash bottle - 1lit capacity 500ml capacity			6 no.
	Glass plate 10mm thick 50x50cm			2 no.
	Ground glass 5mm thick 50x50cm			2 no.
	Enameled trays 45x30cm 20x20cm			3 no. 3 no.
	Enameled plates 6 inch dia 8 inch dia 10 inch dia			10 no 10 no 10 no.
	Frying pans			3 no.

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	Stove janta		2 no
	Straight edge 300mm long		3 no.
	Grain size analyzer of fines a) Hydrometer b) Thermometer 0 to 50c c)Glass cylinder 1000cc capacity with 60mm dia	IS-2720 part-4-1985	2 no. 2 no. 5 no.
	Desiccators as IS-6128		2 no.
	Can of 10 litre capacity for distilled water wooden mortar and pestle		3 no.
	Specific gravity test apparatus		1 no.
	Density bottle- 50ml capacity		2 no.
	Glass cylinder 100cc capacity (for Free Swell index test)		2 no.
	Oven– thermostatically controlled to maintain a temperature 105-110c		1 no.
	CONSUMABLE ITEMS		
	Sieve brush		
	Wire brush		
	Sodium carbonate		
	Sodium hexa meta phosphate		
	Kerosene		
	Mercury		
	ADDITIONAL EQUIPMENT		
	Hand auger 150mm dia with extension rod		
	Sampling tube 100mm dia and 450mm length.		

8.0. MISCELLANEOUS:

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- 8.1 Where the curves fall on the existing line in the stretch of work, the same should be realigned in consultation with SSE (P. Way) C. The calculation and centre line pages will be fixed by Railway representative at site and the variation in versine should be within the permissible limit of a realigned curves.
- 8.2 The contractor shall not do any work in the existing line without the personal presence of SSE (P. Way) C at site. In case the contractor/ his representative starts any work in absence of SSE (P. Way) C, it shall be treated as un-authorized and illegal tempering with the track and shall be liable for action under the Indian Railway Act.
- 8.3 Contractor shall be responsible for giving proper layouts/markings centerlines of structures and these shall only be checked by the Railway representative. Contractor must not start any work without getting approved layout by Rly. Engineer / representative.
- 8.4 If required by Railway during any accident/natural calamities, Railway Administration can utilize the tools and plants along with machineries of the contractor working as required as per the situation warrants. The hire charges shall be payable to contractor, in this connection a new NS item will be operated by the Railway Administration. No claim shall be entertained on this account".
- 8.5 Contractor at his own cost should arrange suitable lighting arrangement at site either taking connection from state electricity board or keeping generator at site.

9.0 Material supplied by contractor

- 9.1 Material conforming to various IS/Railway standards shall only be supplied and used in work after getting the approval for the same in writing from Engineer.
- 9.2 The contractor shall have to submit the cash memo and challans along with the lot of steel/cement or any other materials purchased from various retail factory outlets to SSE-W-(C) in token of proof of purchase of steel, cement and any other materials from reputed dealers, steel/cement shall not be allowed to be used by SSE-W-(C) without these documents.

"The original invoices of material should be obtained to ensure traceability & usage for each and every material component (including steel, cement), for correlation at later stage. Details such as agency, name of project, site location shall be noted on the invoices. The invoices should be signed by Railway Officials, SSE/JE, to confirm their acceptance. Proper attention/ care should be taken, if any fake invoices are submitted by any agencies. The original invoices of cement/ steel/ other material etc. with details such as agency, name of project, site location etc. by executives must be ensured before passing bills. Consolidated record of the invoices in the work shall be meticulously maintained."

For fake invoices submitted by the agency, the Contractor is liable for penalty and he shall not be paid for the quantum of material for which fake invoices were submitted and deduction should be made for amount already paid.

- 9.3 Contractor shall remove from site such materials as rejected by the Engineer within reasonable time as specified by him.
- 9.4 The payment of steel/cement or any other materials shall be as per quantity calculated and actually used by the Railway accordingly to prescribed specification and approved drawings. If any extra quantity of steel/cement over and above shown in the drawing

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and standard scale laid down has been used by the contractor of any other reasons such as wastage or bad workmanship or any reasons if any in the opinion of Engineer, then the cost of such material steel/cement shall not be paid by the Railway. All excess consumption shall be borne by the contractor.

- 9.5 The list of recommended make/ manufacturers for various construction material being used in the works by Western Railway to ensure better quality of material and work attached at **Annexure -I**. Contractor must procure all the building materials accordingly as per HQ letter no – WR-HQENGG(WWTC)/4/2019/E-907 Dated - 21.08.2025

10.0 Quality Assurance

- 10.1 Tenderer/s should establish quality assurance system having following essential features among other needed for quality control during the execution of the work.
- 10.2 A separation within the tenderer/s organisation of the responsibility for execution and quality.
- 10.3 The system must be operated by appropriately qualified and trained staff who are familiar not only with the tasks that they are carrying out but also the whole concept of quality assurances.
- 10.4 There must be quality manual defining procedures of materials acceptance and testing, method of execution and testing, finishing product, manual shall name individually who are trained authorised to carryout specified tasks.
- 10.5 The system must ensure trace-ability of material from acceptance to delivery and be a system of self certifications ensuring the work described in the manual is carried out correctly.
- 10.6 There must be a system of audits carried out in-house to ensure that procedure as being adhered to paper work is up to date and changes in the execution procedures are being recognised with the system being modified to accommodate them.
- 10.7 The system must ensure that if performance does not meet pre-determined quality levels where is an automatic and progressive increase of inspection which is only released when on target is met.
- 10.8 Tenderer/s shall submit full details of the quality assurance system to the railways and shall obtain the Railway's approval prior to its introduction.

11.0 Specifications for RCC/CC Work.

- 11.1 The contractor/s will be required to exercise effective quality control over production, placement and curing of concrete at site. The will ensure proper specifications as laid down in IS-456-1978. No extra payment for this quality control shall be admissible.
- 11.2 Sample from fresh concrete shall be taken as per IS-1192 (1959) Method of sampling and analysis of concrete and cubes shall be made, cured and tested in accordance with IS 516(1959) Method of test for strength of concrete. The contractor/s shall arrange for testing of cubes in comparison at his own cost in accordance with IS 516 (1959) in present of the Engineer's representative. No extra payment for carrying out such test will be made to the contractor.

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- 11.3 The test cubes of 15cm x15cm x 15cm of size will have to be prepared by the contractor. The number of cubes from any batch of concrete shall be as per IS 456-1978.
- 11.4 The contractor/s will maintain quality control charts at site of work based on the test results which should be made available to the inspecting officers on demand.
- 11.5 Aggregate, sand and water to be used for CC/RCC should conform to relevant ISI standard. Testing shall be made at contractor's cost to ensure quality.
- 11.6 No concreting will be allowed till reinforcement and shuttering work are properly checked and Okayed in writing by the Engineer's representative.
- 11.7 All concreting to be done for RCC/CC work shall mechanically mixed by use of concrete mixer and properly compacted by used of vibrators.
- 11.8 Contractor shall ensure one stretch concreting during one shift of concreting. Any rest/pauses such as for meals etc. should be adjusted accordingly with the consent of the Engineer's representative.
- 11.9 During replacing, free fall of concreting shall not be more than 4ft. (1.25m) and concrete shall be cured as per the satisfaction of the site Engineer.
- 11.10 Removal or de-shuttering of form work shall be as per IS 456-1978 and in the presence of site engineer and no patch repair or finishing surface shall be done without approval of Engineer. Any such rectification will be done by the contractor at his own risk and expenses.
- 11.11 Any part of the RCC which does not come up to the standards and specifications laid down, shall be rejected and the contractor shall make good such rejected works.
- 11.12 Construction joint may be provided only after approval of Engineer and will be prepared as under:
- 11.13 All the lattice which has come on the surface will be removed by wire brushing before hardening of the concrete in such a manner that aggregate are exposed but not disturbed from their position. Surface should be cleaned by water jetting.
- 11.14 Contractor shall provide only approved type of form work preferably of steel and the same shall be got approved by the Railway before used in work.
- 11.15 Any loose mill scale of loose or scaly rust must be completely removed before the reinforcement is placed in position. Sufficient number of concrete/cover blocks of size equal to minimum cover specified in drawing shall be provided before placing the reinforcement in position.
- 11.16 For all concrete work, the aggregate will be tested as per standard testes prescribed to IS 2384 Part I & II, IS-383 and Works Hand Book, Part III to determine their properties and their grading. As far as possible, stock piling of the aggregates shall be done in accordance with the standard practices to enable standard analysis being made of such batch that is brought to the site. The design of the mix will be carefully done from representative samples of the aggregate. The preliminary test results along with analysis of aggregate and mix design calculations should be sent to the Engineer for his approval. The contractor's will modify/carry out the mix design to the satisfaction of the Engineer if so required and get his final approval. Such approval, however, does not relieve the

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contractor/s of his/their responsibility and obligations regarding the minimum strength requirement. Each mix design shall invariably mention the slump value. The designed slump should be adequate for the concreting in member.

- 11.17 All controlled concrete shall be weight batches; concrete mixers with devices for automatic / mechanical weighting facilities for aggregate, cement, sand shall be employed. For controlled concrete work moisture content in the aggregate shall be taken into consideration.
- 11.18 Foundation trenches for temporary supports to the casting bed of members must be passed by the Engineer before any concrete is placed in them. The bottom of the foundation and trenches shall be accurately excavated to the form of permanent work as specified in drawings and be carefully leveled and thoroughly cleaned.
- 11.19 Centering and shuttering for RCC & CC work, the contractor are required to design, the shuttering, and centering, properly and submit his/ their design with drawing for approval of the Engineer . No concreting will be done unless such drawings have been approved by the Engineer.
- 11.20 All the joints between shuttering plates and concrete surface shall be water tight by application of sponge or any other suitable materials.
- 11.21 Form work pattern provided shall be to the satisfaction of Engineer. No claim will be entertained on this account.
- 11.22 Quantity of reinforcement as required for the work will not be a matter of as dispute for RCC work and no extra payment for using higher reinforcement will be admissible over basic RCC rate.
- 11.23 Coarse aggregate for RCC (6mm to 20mm only crashed broken stone metal of approved quality shall be permitted.
- 11.24 Slab concrete shall be placed vibrate and finished in such a way to required slope so as to avoid any possibility of leakage.
- 11.25 Ground level of structure will be determined as the mean of actual ground level available at the individual site of each structure.
- 11.26 Method of computing volume of concrete and masonry will be calculated by the mean area method.
- 11.27 Core Test, Permeability Test and NDT Test in addition to Cube Test for concrete Works in bridges:
- (a) As per latest guidelines of Railway Board vide Director, Civil Engg./B&S-I vide letter no. 2022/19/CE-III/BR/RDSO/1 (E-3422013) dtd. 19.05.2026, based on the recommendations of RDSO, the competent authority has decided that in addition to the mandatory Cube Test, Core Test, Permeability Test and Ultrasonic Pulse Velocity (UPV) Test shall also be conducted for all works involving construction of Mega and Major Bridges for comprehensive assessment of concrete quality.
- (b) The frequency and locations for conducting these tests for various structural elements shall be as specified in Annexure enclosed herewith-

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Annexure:

Schedule of tests to be performed on various elements of Mega/Major Bridge in addition to cube test

BRIDGE ELEMENT	CORE TEST	PERMEABILITY TEST	ULTRASONIC PULSE VELOCITY (UPV) TESTING
Foundation (Each)	<p>Minimum 4 cores shall be obtained from: a) different lifts in case of open foundation b) Pile cap by dividing the cap in 4 zones and one core from every zone in case of pile foundation c) Well cap by dividing the cap in 4 zones and one core from every zone in case of well foundation</p> <p>Equivalent cube strength of minimum three Cores: Average core strength $\geq 0.85 f_{ck}$ Individual core strength $\geq 0.75 f_{ck}$</p>	One test per 300 cum of concrete subject to minimum one test. The test should be conducted in accordance with clause 5.4.2 of IRS CBC.	Random 5 spots of 0.6 m x 0.6 m size shall be identified and Ultrasonic Pulse velocity testing shall be carried out in accordance with IS:516 (Part 5/Sec 1). The concrete quality shall be excellent.
Pier/Abutment (Each)	<p>The pier/abutment shall be divided into 4 zones. Minimum one core shall be obtained from each zone.</p> <p>Equivalent cube strength of minimum three Cores: Average core strength $> 0.85 f_{ck}$ Individual core strength $> 0.75 f_{ck}$</p>	One test per 300 cum of concrete subject to minimum one test. The test should be conducted in accordance with clause 5.4.2 of IRS CBC.	Random 5 spots of 0.6 m x 0.6 m size shall be identified and Ultrasonic Pulse velocity testing shall be carried out in accordance with IS:516 (Part 5/Sec 1). The concrete quality shall be excellent.
Piercap/Abutment cap (Each)	<p>Minimum 4 cores shall be obtained from different region of cap</p> <p>Equivalent cube strength of minimum three Cores: Average core strength $> 0.85 f_{ck}$ Individual core</p>	One test per 300 cum of concrete subject to minimum one test. The test should be conducted in accordance with clause 5.4.2 of IRS CBC.	Random 2 spots of 0.6 m x 0.6 m size shall be identified and Ultrasonic Pulse velocity testing shall be carried out in accordance with IS:516 (Part 5/Sec 1). The

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	strength $> 0.75 f_{ck}$		concrete quality shall be excellent.
Concrete Super-structure (Slat/Girder), Deck slab of concrete composite Girder	Minimum 4 cores shall be obtained from different region of one span/super-structure and from deck slab Equivalent cube strength of minimum three Cores: Average core strength $> 0.85 f_{ck}$ Individual core strength $> 0.75 f_{ck}$	One test per 300 cum of concrete subject to minimum one test per slab/girder and deck slab. The test should be conducted in accordance with clause 5.4.2 of IRS CBC.	Random 5 spots of 0.6 m x 0.6 m size shall be identified and Ultrasonic Pulse velocity testing shall be carried out in accordance with IS:516 (Part 5/Sec 1). The concrete quality shall be excellent.

Note:

1. Cube Test results shall satisfy the acceptance criteria as per clause 8.7.6 of IRS CBC.
2. Acceptance of core test results shall be based on Annex B of IS 516 (Part-4).
3. Wherever core test is not possible due to any reason at any location/zone, the dispensation shall be given by Chief Engineer/Construction or CBE as the case may be by satisfying personally that extraction of core for testing is not practically possible.
4. The acceptance of any element of bridge shall be based on the results of cube test, core test, permeability test and ultrasonic pulse velocity test. If the concrete is deemed not to comply to requirement mentioned herein, the structural adequacy of the parts affected shall be investigated and any consequential action as needed shall be taken.
5. No extra payment for carrying out such tests will be made to the contractor.

12.0 CENTERING AND SHUTTERING.

- 12.1 The contractor/s will use only steel or water proof ply wood shuttering and will not use jungle wood planks which are likely to warp and use of which may result in loss of cement while concreting. Shuttering plates shall be approved by the Engineer's representative before use and such shuttering which is rejected shall be removed from site.
- 12.2 All the joints between different shuttering plate and concrete surface shall be made water tight by application of sponge, compressible gaskets or any other material approved by Railway.

13.0 FORMWORK AND FALSE WORK.

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

14.0 CONCRETE GRADE SPECIFICATIONS ETC.

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- 14.1. With a view to get quality concrete, various tests on cement in gradients viz fine and coarse aggregates, water and cement and admixtures and also samples of concrete to be used in sub structure and super structure shall be carried out as specified in various codes mentioned under clause either in field laboratory or laboratory approved by Engineer in charge at the cost of contractor. As a result of these tests, any changes warranted to ensure quality concrete as decided by Engineer-in-charge shall be completed at no extra cost.
- 14.2 All controlled concrete mix shall be properly designed for available materials from a reputed laboratory approved by the Railway and submitted to Railway before doing the work. No extra payment will be made on this account.
- 14.3 Admixtures or pigments containing calcium chloride should not be used. Work ability aids and retarding agents may be used provided that suitable precautions are taken and it can be shown by tests that product to be added will produce the required effect without in any way changing the other qualities required in the concrete or damaging the steel.
- 14.4 Accelerating admixtures shall not be used in structural concrete containing reinforcement pre stressing tendons or other embedded metal.
- 14.5 The quality and method of use of admixtures shall be in accordance with the manufactures recommendations and in all cases shall be subject to the approval of the Chief Administrative Officer (Construction), Western Railway, Churchgate, Mumbai.
- 14.6 The tenderer/s shall provide the following information for Railway's approval in case of admixtures.
- i) The quantity to be used in Kilogram per Kg. of cement and in Kilogram per cubic meter of concrete.
 - ii) The detrimental effects caused by adding a greater or lesser quality in Kilogram /cubic meter of concrete.
 - iii) The chemical names of all ingredients.
 - iv) Whether or not the admixture leads to the entraining of air. Admixtures based on Thiocyanate promote the corrosion of pre stressing steel and hence are prohibited.
- 14.7 To minimize the changes of deterioration of concrete from harmful chemical salts, the levels of such harmful salts in concrete coming from the concrete materials, that is cement aggregates, water and admixtures as well as by diffusion from the environments should be limited. Generally, the total amount of chlorides (as CLO) and the total amount of soluble sulphates (as So3) in the concrete the time of placing should not exceed limited to 0.15 percent of mass of cement concrete respectively.
- 14.8 Alkali content in concrete should be restricted to 3 Kg/M³.
- 14.9 Initial temperature of the fresh concrete should be less than 32⁰ C.
- 14.10 Prior to deciding on the source for procurement of constituents of concrete viz. fine and coarse aggregate, the contractor/s shall specifically assess the solute chloride and sulphate contents of fine and coarse aggregate (at source) and their permissible limit shall be got approved by Engineer in charge. Regular checks as directed shall also be carried out not only at the source of supply (of such materials) but also prior to their use in the permanent works to ensure that the aggregates do not contain impurities exceeding the permissible limits. The various limits permissible for fine & coarse aggregate shall be as given below :-

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Requirement for aggregates :-

Sr.No.	Items	Fine	Coarse
(a)	Chloride *content (CL)	0.04% by Wt. **(Acid soluble)	0.02% by Wt. (Acid soluble)
(b)	Sulphate content (So3) Max.	0.04% by Wt. (Acid soluble)	0.4% by Wt. (Acid soluble)
(c)	Particle grading (Fineness Modules)	2.6 to 2.9	--
(d)	Abrasion resistance (LOSANGELES MACHINE)	--	Max.40% loss of Wt.
(e)	Particles less than 75 micron – Max.	3% by Wt.	1% by Wt.

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

14.12 CONCRETE GRADE SPECIFICATION ETC.

Concrete Grade	RCC	MCC
Minimum Grade	M-25/M-35/M-40	M-20/M-25
Minimum cement content (Kg/Cum)	As per IS: 456 latest version	
W/C Ratio not to exceed	As per IS: 456 latest version	

14.13 WATER PROOFING COMPOUND :

Water proofing compound if required to be used with concrete shall be supplied by railway free of cost.

15.0 Ready mixed concrete.

15.1 Use of ready-mixed concrete

Contractor can use ready mixed concrete for the work only with the approval of Railway, subject to following conditions:

15.1.1 Contractor has to submit request along with name of RMC plants, proposed to engage for the supply of Railway's work. However only Microprocessor controlled batching plants will be allowed.

15.1.2 After the Railway's approval of RMC plants, contractor has to make agreements with RMC supplier to ensure the Railway's specifications as mentioned in the tender conditions.

15.1.3 At the RMC plant Railway's Engineer/representative is to be allowed for surprise checks to ensure the Railway's specifications of concrete at the time of production. A list of Railway's authorized persons will be provided in advance at the plant so that surprised checks can be carried out without any hindrances. If any irregularity has come in the notice during the check, the concrete produced for the job work on the day will be rejected and RMC supplier will be removed from the Railway's approved list of RMC manufacturer.

15.2 Ready mixed concrete:

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The concrete should confirm to the specification in IRS concrete bridge code.

15.3 Necessary information for guidance of manufacture of Ready mix concrete:

15.3.1 53 grade ordinary Portland type cement confirming to IS 12269 or other approved type of cement shall be used for manufacturing of Ready mixed concrete.

15.3.2 20 mm maximum size of natural aggregates confirming to IS: 383 shall be used for production of ready mixed concrete.

15.3.3 Water cement ratio to be used in concrete shall be in accordance with clause 5.3 of IRS concrete bridge code.

15.3.4 Admixture: Contractor/manufacturer may use admixture (i.e water reducing agent/retarder etc. of Roff, Super plasticizer or equivalent company) with prior approval of Railways. The suitability of the admixture shall be tested in accordance with requirements specified in IS : 9103. Records of all the tests, carried out to judge the suitability of admixture, shall be furnished by the RMC manufacturer. For judging the suitability of admixture, tests for workability, time of setting, compressive strength/flexural strength at 7 and 28 days shall be furnished.

15.3.5 The test cubes made at site shall be tested at the age of 3, 7, 28 days. The frequency and number of tests shall be made in accordance with clause 8, 7 and 2 of IRS concrete bridge code.

15.3.6 Other miscellaneous requirements including durability requirements:

- (i) Only design mix concrete shall be used for production of the required grade and strength of concrete. Mix design will be made in the laboratory of Government Engineering Colleges, NITs, IITs.
- (ii) Minimum cement content shall be as per requirement given in the relevant item of concrete as per tender conditions:
 - (a) If RMC item is available in the tender including the cost of cement then payment of item can be made straightway.
 - (b) If RMC is allowed to use in lieu of concrete item available in the tender including the cost of cement then payment of item can be made straightway.
 - (c) If concrete item is available in the tender excluding the cost of cement then quantity of cement consumed as per mix design report or actually consumed will be reimbursed for payment of cement item.
- (iii) Maximum total chloride content shall be restricted 0.15 % / 0.06 % by mass; of cement for RCC/Pre-stressed concrete works respectively.
- (iv) The total amount of soluble sulphate cement shall be less than 4 % by mass of cement.
- (v) Permeability for design mix: Permeability test will be conducted as per the requirement of Appendix G of IRS concrete bridge code DIN 1048. The maximum moisture penetration depth in the test specimen shall not exceed 25 mm.
- (vi) Desired initial setting time for design mix shall be informed to the manufacturer depending upon the travel time and work component.

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15.4 Quality Control:

The producer of RMC shall adopt quality assurance programme, which shall get approved by Engineer. It shall cover forward, immediate and retrospective control. He shall have necessary laboratory facilities to carry out tests to ensure quality control at each stage during production of concrete. In case, few tests are done outside, which are not required frequently the record of test results shall be available with RMC manufacturer.

15.5 Approval of Design mix concrete:

Concrete shall be produced for the required grade and strength of concrete as per approved design mix report of Government Engineering Colleges. In case there is any change in ingredients or in the process/plant, design mix shall be redesigned and got approved from Engineer. For design of concrete mix IS: 10262 or any other standard may be used for guidance. The design mix computation shall be submitted in advance to the Engineer for approval indicating the testing of mix for workability, initial setting time, permeability, total chloride content & sulphate content.

15.5.1 Loss in workability and strength of concrete during transportation:

The loss in workability and strength during the transit time from batching plant to the place of work shall be determined and shall be accounted for while designing the concrete mix.

15.5.2 Access to Engineer/representative to ready mixed concrete plant:

RMC manufacturer shall allow the Engineer to supervise/ inspect the operations and materials, process of manufacture and delivery of concrete involved in concrete production. He shall also provide adequate facility to the Engineer to take samples of materials used. Surprise checks will be conducted at the RMC plant to ensure the Railway's specifications of concrete at the time of production. If any irregularity has come in the noticeduring the check, the concrete produced for the job work on the day will be rejected and RMC supplier will be banned from the Railway's approved list of RMC manufacturer.

15.5.3 Accessibility of Technical records maintained by RMC manufacturer:

RMC manufacturer shall allow Engineer to peruse the past and present technical records maintained by him.

15.5.4 Deputation of Engineer:

Manufacturer shall allow deputation of Railway staff at ready/ mixed concrete plant to ensure that concrete is being produced as per the requirement of work and as per approved mix design.

15.5.5 Temperature of concrete:

Temperature of produced concrete shall not be less than 5 degree C and shall not exceed 35 degree C.

15.5.6 Transportation of concrete:

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The concrete shall be transported in concrete transit agitators conforming to IS: 5892.

Agitation speed of the agitators during transit shall not be less than 2 revolution per minute but not more than 6 revolution per minute.

15.5.7 Transit time and placement of concrete:

- (a) The concrete shall be delivered at the site work and discharge shall be completed within specified hours of adding mixing water to the dry mix of cement and aggregate. Concrete received after the transit time, as specified above shall not be accepted.
- (b) Concrete there after shall be placed in position within the designed initial setting time. At the end of initial setting time, the left over portion of concrete, if any shall be rejected.

15.5.8 Remixing of water:

Under any circumstances addition of any water shall not be allowed after the initial mixing of concrete.

15.5.6 Testing of workability and strength at the time of placement of concrete:

The concrete shall be tested for the required workability and strength at the time of placement. Concrete shall be deemed to satisfy/ comply with strength requirement when it fulfills the criteria laid down in IRS concrete bridge code clause 8.1.6

15.5.7 Dosing of admixture at site of concreting:

After arrival of Ready mix concrete at site, additional dose of admixture , if provided for in approved mix design, shall be added in the presence of Engineer/ representative.

16.0 CURING

- 16.1. Contractor will have to make sufficient arrangement for water required for curing purposes. However, all the vertical surfaces and bottom exposed surfaces of concrete mortars will have in be cured by application of curing compound as per the direction of site Engineer or his representative of work and nothing extra shall be paid for this.
- 16.2. The contractor/s will have to submit the test results from a reputed Engineering College / Laboratory regarding efficiency of the curing compound and the curing compound shall be allowed to be used only after obtaining written approval from Engineer or his representative of work.
- 16.3. Approximate coverage of about 4m square liters will be required for this concrete surface to be cured. In order to ensure a continuous impervious membrane, it would be necessary to apply two coats of curing compound by moving the spray nozzle back and forth in one direction followed by moving like wise at right angle. The nozzle should be held at about 300-600mm from the surface.
- 16.4. When a curing compound is applied to a vertical from surface, it should be applied immediately after removal of work. If the surface is not still green and has dried out, it should be saturated with a apply of water and the curing compound then applied while the concrete surface is still damp. Curing compound should not be supplied to a dry surface because the compound may be absorbed and causes staining.

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16.5 Contractor has to ensure proper curing for a minimum period of 28 days from the date of casting.

16.6 For ensuring proper curing of structures, the contractor shall put minimum one labour at each site/Station at the disposal of Engineer In charge, failing which a recovery of Rs. 541/- (Five Hundred Forty One) per day per site will be made.

17.0. DETAILING

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

17.2 The contractor/s shall make necessary arrangements for clearing and removing the rust etc. from reinforcement before the material are put to actual use.

18.0 BINDING WIRE

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

19.0. Supply of Portland cement:

- (1) The cement to be supplied and used for this work shall not be older than 10 weeks and conform to IS-12269-1987 from **approved manufactures such as ACC (Associated Cement Co.)/ Ultra Tech / Gujrat Ambuja Cement/ JK/ L&T / JP Cement/ Wonder Cement/ Hathi/ Hi-Bond/ Siddhi Cement/ Sanghi/ JSW/ MP Birla**. The contractor shall submit test certificate of the batch from manufacture. The Railway Engineer in charge can get any of batch of cement bags tested in any Government Laboratory/Engineering College, for which the cost of such test shall be borne by the contractor.
- (2) Ordinary Portland Cement to be used for execution of various USSOR/NS items (where applicable) included in this tender, shall be paid against.
- (3) The unit of cement consumption of USSOR-2021 items is in MT.

Weight of each Cement bag shall not be less than 50 KG.

Testing:

- (1) The cement used shall be Ordinary Portland Cement of 53 grade.
- (2) Whenever possible, cement of each type shall be obtained from one constant source throughout the contract. Cement of different types shall not be mixed with one another. The cement shall be procured as per the approval of Engineer in Charge.
- (3) Packaged cement shall be delivered at the site in original sealed bags, which shall be labeled with the date of manufacture, weight, name of manufacture, brand and type. Cement received in torn bags shall not be used. Moreover, bags of cement, which vary in weight by more than 3% shall not be accepted.
- (4) All cement shall be fresh when delivered and at ambient atmospheric temperature.

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- (5) In fair faced elements, the cement used in the concrete for any complete element shall be from a single consignment. All cement for exposed concrete shall be from the same approved source and uniform in colour.
- (6) With each and every delivery of cement, the contractor shall provide manufacturers certificate that the cement conforms to the relevant Indian standard. The contractor shall provide complete facilities at site for carrying out the following tests:
 - a. Setting time by Vicat's apparatus as per IS: 4031 and IS: 5513.
 - b. Compressive strength of cement as per IS: 4031, IS: 650, IS:10080.
- (7) For test check one or more sample of cement will be taken by Railway Administration from same batch at random. The testing will be got done in any manner as deemed fit by the administration. In case the cement does not confirm to relevant specifications, the whole batch will be summarily rejected and this batch of cement shall not be allowed for use in the work. The cost of all such tests will be borne by the Contractor/s.

Mode of Payment/Measurement:

The Payment for cement will be made only after actual utilisation at site.

The empty cement bags shall be property of the Contractor.

Design shall be carried out in such a way that minimum cement content shall be as per Clause above **[Minimum Grade of concrete and Cementitious material content]**.

The contractor shall submit the mix. design and get approved by the Engineer in charge before starting the concrete work.

The payment shall be made as per the approved design mix for relevant grade of concrete

20.0 STEEL**Supplying and utilizing at site suitable reinforcement.**

- a) The work includes supplying, cutting, bending, binding, welding and erecting in position high yield strength deformed (HYSD) / TMT steel bars as reinforcement for concrete.
- b) Railway administration shall also get the steel brought at site, tested from time to time in the reputed institution/lab as and when required at the cost of the contractor.

General

- a) The HYSD/TMT bars of grade Fe-500 D confirming to IS: 1786 - 2008 amended upto date shall be used as reinforcement for concrete.
- b) All Reinforcement Steel (TMT Bars) and structural steel shall be procured as per specifications mentioned in BIS's documents – IS : 1786 – 2008 (latest) and IS : 2062 (latest) respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to specifications.
- c) The Reinforcement Steel (TMT Bars) shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of steel, having Integrated Steel Plants (ISP), using iron ore as the basic raw materials and having in-house iron rolling facilities, followed by the production of steel through the process of DRI-EAF/EIF,BF-BOF and Corex-BOF or any other technology [Confirming to Schedule of Technical

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requirements (STR) for supplying of TMT Reinforcement bars to IR issued by RDSO (Doc No. WK-G-8.1-1 ver.1-3)].

Some of the Major Integrated Steel Plants as per latest information of Ministry of steel are listed below:

1. TATA
2. RINL
3. SAIL
4. TISCO
5. JINDAL
6. ESSAR
7. IISCO
8. JSW
9. ARCELAR MITTAL

TMT Reinforcement bars can be procured from **only primary manufacturers**, whosoever confirms with the criteria as mentioned in para. (c) above.

- d) The contractor shall furnish BIS manufacturer's test certificate along with test results for each category for every lot brought to the site of work. The manufacturer's test results shall be from the manufacturer's lab only. The test results from other lab shall not be accepted and the consignment will be rejected. Testing of steel shall be carried out as per relevant IS code.
- e) Contractor may supply and utilize in works, steel of manufactures listed above. However the price variation shall be governed by Railway board's latest Guidelines, irrespective of supply of steel from any manufacturer of TMT Reinforcement bars.
- f) The original invoices of materials should be obtained to ensure traceability & usage for each and every material component (including steel, cement), for correlation at later stage. Details such as agency, name of project, site location shall be noted on the invoices. The invoices should be signed by Railway Officials, SSE/JE, to confirm their acceptance. Proper attention/ care should be taken, if any fake invoices are submitted by any agencies. The original invoices of cement/ steel/ other materials etc. with details such as agency, name of project, site location etc. by executives must be ensured before passing bills. Consolidated record of the invoices in the work shall be meticulously maintained. (Ref: HQ letter no. WNC 623/0 dated 28.09.2022)

Frequency for testing:

For checking nominal mass, mechanical properties, bend test and rebend test, test specimen of sufficient length shall be cut from each size of the finished bar/wire at random at a frequency not less than that specified below:-

Nominal size	Quantity	
	For Casts/ Heat Below 100 tonnes	For Casts/ Heat of 100 tonnes & more
For all sizes	2 per cast	3 per cast

Note: - The frequency for chemical analysis for steel to be decided by the Engineer-in-Charge as per the requirement.

Chemical properties of TMT bars:

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Constituent	Percent, Maximum (Fe-500 D)
Carbon	0.25
Sulphur	0.040
Phosphorous	0.040
Sulphur and phosphorus	0.075

Mechanical properties of TMT bars: (d = nominal size of test piece)

Properties	(Fe-500 (Limit))
0.2 percent proof stress / Yield stress (minimum) N/mm ²	500 N/mm ²
Ultimate tensile stress Mpa (minimum)	565
Elongation percentage (minimum)	16
Bend upto including 20mm Over 20mm	3d 4d
Rebend upto including 10mm Over 10mm	4d 6d

Tolerances on Nominal Mass

Nominal Size in mm	Tolerance on the Nominal Mass, Percent		
	Batch	Individual Sample	Individual Sample for Coils Only
Up to and including 10	+/-7	-8	+/-8
Over 10 up to and including 16	+/-5	-6	+/-6
Over 16	+/-3	-4	+/-4

The contractor shall submit the manufacturer test certificate containing the results of all the required tests for supplied materials from supplier.

Cutting, Bending and Binding:

- a) The Contractor shall be responsible for the accuracy of the cutting, bending and placing of the reinforcement. Reinforcement shall be inspected for compliance with the requirements as to grade, size, shape, length, splicing and locations after it has been placed. No concreting shall be started unless the reinforcement as placed in

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the work is finally checked, recorded and certified by the Engineer-in- Charge. All bending shall be as per IS 456-2000.

- b) Before the reinforcement is placed, the surface of the bars and the surfaces of any metal bar supports shall be cleaned of the rust, loose scale, dirt, grease and other objectionable foreign substances. After being placed, the reinforcing bars shall be maintained in a clean condition until they are completely embedded in the concrete.
- c) Reinforcing bars shall be accurately placed and secured in positions. The Contractor shall also ensure that there is no disturbance of the reinforcing bars in concrete that has already been placed.
- d) Wire for binding reinforcement shall be of soft and annealed mild steel and shall conform to IS: 280-1978. Binding wire shall have tensile strength of not less than 56 kg/mm². The wire shall have minimum diameter of 1 mm. Chairs, hangers, spacers and other supports for reinforcement may be of concrete, metal or other approved material. The exposed portion of support shall be galvanized or coated with other corrosion resistant material without which the concreting will not be permitted.

Splicing

- a) Where it is necessary to splice reinforcement the splices shall be made by lapping, by welding or by mechanical means.
- b) If the Contractor proposes to use welded splices in reinforcing bars, the equipment, the material and all welding and testing procedures shall be subject to the approval of the Engineer-in-Charge. The contractor shall also carry out test welds as required by the Engineer-in-Charge.
- c) In case of welded splices for reinforcing bars conforming to IS: 1786-2008 welding shall be done in accordance with IS: 9417-1979. For reinforcing bars conforming to IS: 432 (part-I)-1982 welding shall be done in accordance with IS: 2751-1979. Electrodes for manual metal arc welding shall conform to IS: 814 (Part-I) 1974 and IS: 814 (Part-II)-1974. Mild steel filler rods for Oxy- acetylene welding shall conform to IS: 1278-1972 provided they are capable of giving a minimum butt weld tensile strength of 41 kg/mm².
- d) Overlaps shall not be payable. However, in case, the length of the reinforcing bars happens to be more than 13m i.e. standard length as mentioned in the drawings, then reinforcement steel for such overlaps, shall be payable. In case of piles/slabs, reinforcement steel utilized as a rings/chairs shall also be payable.

Care of Placed Reinforcement and Concrete

Where reinforcement bars are bent aside at construction joints and afterwards bent back into their original position care shall be taken to ensure that at no time the radius of the bend is less than 6 times diameter (6D) for deformed bars and 4 times diameter (4D) for plain mild steel bars. Care shall also be taken, when bending such bars to ensure that the concrete around the bars is not damaged. Care shall also be taken to remove the silted materials around the bars.

Cover and cover Block: -

The clear cover and cover to the reinforcement shall be provided as shown in the drawing. In case it is not shown, the clear cover and cover block to be ascertained from the Engineer-in-Charge.

To maintain the correct clear cover, cement mortar block of size 5 cm x 5 cm and thickness according to the clear cover as of the strength of the concrete shall be fasted. The cover block shall have binding wires rigidly inserted in them to tie it with the reinforcement. The cover block shall be sufficiently cured to attain the required strength.

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Steel bars shall be stored in such a way as to avoid distortion and to prevent deterioration by corrosion or rusting. When directed by the Engineer the reinforcement bars shall be given a cement wash before stacking to prevent scale and rust.

Measurement and Payment

Measurement for payment for furnishing and placing reinforcing bars will be made only on the calculated weight of the bars placed in concrete on tonnage basis, in accordance with the drawings or as directed by the Engineer-in-Charge. Payment shall be made as per the quoted rate of relevant item on the basis of calculated weight in tonne. After placing the reinforcement in position as per the drawing on site, Contractor shall have to give advance information to the Engineer-in-Charge or his authorized subordinates for verifying & recording reinforcement as laid in position by him to avoid delay and dispute etc. No concrete work shall be started prior to taking the detail measurement of reinforcement as laid on site. The calculated weight for reinforcing bars shall be determined as follows. :

The calculated weight/metre of reinforcing bars used shall be based on the standard weight as per IS : 1786-2008 and the corresponding lengths of bars placed in concrete by the Contractor.

- ii) The rate shall include the cost of preparing reinforcement as per detailed drawings including bar placing drawings, bar bending diagrams, submitting the drawing to the department preparing all necessary bar cutting lists, furnishing and attaching wire ties and cutting bending, cleaning, securing and maintaining in position all reinforcing bars as shown on the drawings or as directed by the Engineer-in-Charge. The unit rate shall also include cost of all incidental operations necessary to complete the work as per specifications.

No extra payment will be made for binding wire.

- i) The payment shall be made on Kg.
- ii) The payment shall be made on basis of actual work done at site and Kilogram shall be the base for the purpose of measurement. As specified in the schedule, overlaps shall not be payable, however, in case, the length of the reinforcing bars happens to be more than 13m i.e. standard length as mentioned in the drawings, then reinforcement steel for such overlaps, shall be payable. In case of piles/slabs or else where required, reinforcement steel utilized as a rings/chairs shall also be payable. In the pile, where reinforcement is provided in the form of cage, overlaps shall be payable, even though the length of reinforcing steel is less than 13 m. In the piers/slab, where the height/length of pier/slab is more than 5.0 m and length of individual reinforcing steel is more than 13.0 m, separate payment for overlaps shall be made as it is difficult for individual reinforcing bar to stand straight on its own, for greater height, in order to avoid mishaps. No. Of such overlaps / individual length of reinforcement steel shall be decided by AXEN(C)/XEN(C), and shall be binding to the contractor.

Supplying, fabricating and fixing of mild steel of any size such as M.S. steel angles, plates, I-beams, channels, Grills etc.

Structural Steel :

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This item includes fabricating steel structural members with contractor's own mildsteel of various rolled section as per drawing/ details given by the Engineer in charge and assembling. All the mild steel sections shall be procured from IS approved manufacturers only by the contractor and shall conform to IS 226/IS 2062 -2006. The fabrication of steel work will be done strictly as per specification no. 61 to 64 of Western Railway, Works hand book part III, 1984, IRS B-61 Part II, IS 816/IS9417-1979 for welding and IS 800-1984 for practice for use of structural steel, to the extent applicable to this work.

These Steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of Steel, having Integrated Steel Plants (ISP), using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of Steel's guidelines.

The contractor shall furnish BIS manufacturer's test certificate along with test results for each category for every lot brought to the site of work. The manufacturer's test results shall be from the manufacturer's lab only. The test results from other lab shall not be accepted and the consignment will be rejected. Testing of steel shall be carried out as per relevant IS code.

Some of the known major Integrated Steel Plants in both public and private sector as listed below:

1. TATA
2. RINL
3. SAIL
4. JSPL
5. ESSAR
6. IISCO
7. AM-NS India
8. APL
9. Apollo Steel Tubes
10. APL Apollo Tubes Limited Pvt. Ltd.
11. Arcelor Mittal Nippon Steel India Ltd.
12. Hi-Tech Pipes Ltd.
13. Jindal Steel and Power Ltd.
14. JSW Steel Ltd.

Contractor may supply and utilize in works, steel of above listed manufacturers only.

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

However it may, please be noted that No extra payment for the difference in weight on account of the use of alternate higher section will be paid. The payment will be made for the weight of the steel sections, bolts/Holding down bolts and nuts, Washers as per approved final fabrication drawings. Only difference of weight on account of use of alternative heavier sections can, however be allowed, for payment, subject to certification by the main producer that the prescribed sections are not being manufactured.

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The rate also includes painting the steel work with one coat of red oxide Zincchromate primer and two coats of synthetic enamel paint with contractor's own paint, the paint shall be as per relevant IS Code.

The contractor has to produce the test certificate for the steel brought to site and for test check it may be sent for testing. In case the testing material does not conform to the relevant IS Specifications, it will be summarily rejected. The cost of all such tests is to be borne by the contractor.

Making necessary arrangements for fixing gantry over rails, wherever required shall also be included in this item. However, rails shall be supplied by the Railway at free of cost. No separate payment shall for fixing of rails shall be paid except for clamps, bolts, plates etc. Shall only be payable by weight and only weight of fittings shall be taken into consideration for the purpose of payment i.e. the weight of rails shall be ignored. In case of strengthening/ alteration/ modification to the existing structures, where erection and fixing in position of that member is to be paid under separate NS/USSOR items then weight of steel work done under this item shall not be paid under this item.

Weight of the structural member to be fabricated and erected will be worked out on the basis of the length of different structural steel members shown in the Railway's final fabrication drawing and book weight of the section actually used. No allowance shall be added for welding, riveting, bolting etc. And no deduction shall be made for the holes.

In case the structural sections and nuts, bolts etc. Specified in the approved Railway's fabricated drawings are not available in the market, the tenderer/s will be at liberty to use alternate sections with the approval of the Railway Administration in each case. However it may please be noted that no extra payment for the difference in weight on account of the use of alternate higher section will be paid. The rate includes making the surface good for application of one coat of approved quality of primer red lead confirming to IS 102 or Zinc Chromate confirming to IS 104 and two or more coats (to achieve good and even surface) of good quality synthetic enamel paints or Aluminum paint confirming to IS 2339, where ever required as directed by engineer in charge. The rates are inclusive of transportation, labour, T&P, welding, bolting and riveting, erection etc. Complete.

The contractor has to produce the test certificate for the steel brought to site and for test check same may be sent for testing. In case the testing material does not conform to the relevant IS Specifications, it will be summarily rejected. The cost of all such tests is to be borne by the contractor. The contractor at his own cost off shall do one test per 50 MT of steel or part there from approved Govt. Laboratory.

The weight shall be calculated as per the standard unit weight of the section as per the ISI Hand Book. If any extra quantity of steel over and above shown in the drawing and over the standard scale laid down has been used by the contractor or for any other reasons such as wastage or bad workmanship, the cost of this excess will not be paid by the Railway.

If any structural plaque shall be provided, made by cast steel and same shall be paid separately in this item of structural steel by 1.5 times of quoted rate of structural steel.

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The rate quoted by the contractor includes all labour, T&P, machinery, taxes, electricity etc. For fabricating Rail attached members, the rail will be made free of cost at the nearest Railway station and these rails will have to be cut and fabricated as per approved drawings and the additional steel like angles, plates, etc. Required to complete the work will be paid in this item. For fabricating rails separate payment will be done in relevant USSOR item.

MODE OF MEASUREMENT:

The payment shall be made on actual measurement basis and Metric Tonne/ Kilogram shall be the unit of payment. Nothing extra shall be payable other than the rate quoted.

MODE OF PAYMENT:

The payment shall be made on the prorata basis i.e. actual work done at site and Unit shall be as shown in the schedule. No payment shall be released under this item unless the test certificate produced by the contractor and the same is got approved by the Engineer in Charge.

21.0 SAMPLING OF FITTINGS AND FIXTURES.

Contractor/s is/are required to supply a sample of fittings and fixtures to be used in the work for approval of the Engineer before using them in the work.

22.0 No blasting will be permitted during excavation in foundation. In hard rock strata excavation will be done by chiseling only. In this regard decision of the Engineer will be final.

23.0 The contractor is/are required to take every care and pre-caution so as not to disturb the existing structure and P.Way in any way whatsoever while carrying out the construction of these structures.

24.0 All surplus excavated earth obtained from the foundation of structure or obtained from leveling the ground and other works will be deposited wherever required as directed by the Engineer or his representative. The tenderer/s shall note that the payment only for the lead involved will be made and no extra payment for crossing of the railway tracks required will be admissible.

25.0 The successful tenderer will, however, have no claim or right in the execution of any work which in the opinion of the Engineer should be carried out Departmentally or otherwise and railway reserves the right at the time of the acceptance of the tender to keep back from the contractor and carry out the work or any part of work through any other agency it may think fit without assigning any reason. No claim for compensation/loss whatsoever on this account will be entertained by the railway. Rates are inclusive of the work of clearing site after completion of work.

26.0 Foundation trenches must be passed by the engineer or his representative before any concrete is placed in them. The bottom of the foundation and trenches shall be accurately excavated to the form of permanent work as specified in drawing and be carefully leveled and thoroughly cleaned.

27.0 Ground level will be determined as the mean of actual ground level, available at the individual site of each structure.

28.0 Volume of concrete and masonry will be calculated by the area method.

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29.0 Design stipulation & specification**29.1 Indian Railway Standard specifications/codes of practice**

- 1) Indian Railways Bridges Rules - Rules specifying the loads for design of Superstructure and sub-structure of bridges and for assessment of strength of the existing bridges including Chapter-VII of the Rules for the opening of a Railway - adopted - 1941 - Revised - August 1982 incorporating Correction Slips No.1 to 42 (Hereinafter referred to as the Bridge Rules).
- 2) Indian Railway's Standard (IRS) Bridge Substructures and Foundation Code - Code of Practice for the design of substructure and foundations of bridges - adopted 1936 - Revised - 1985. (Hereinafter referred to as "the Substructure Code") incorporating Correction Slips No.1 to 29.
- 3) IRS Concrete Bridge Code - Code of Practice for Plain, reinforced and prestressed concrete for general bridge construction incorporating Correction Slips 1 to 13 and SI Units - adopted 1936 - Revised 1997 (hereinafter referred to as "the Concrete Bridge Code").
- 4) Indian Railway Schedule of Dimensions -2022 - 1676mm gauge including up to date correction slips.
- 5) Indian Railways Unified Standard Schedule of Rates (IR USSOR-2021) for Bridge Works, Formation Works and P-Way Works with Indian Railways Unified Standard Specifications (Earthwork in Cutting and Embankment, Bridge Works and P-Way Works, IRUSS-2021.
- 6) CPWD Delhi Schedule of Rates 2023 (DSR - Vol.1, DSR - Vol.2, DSR - Horticulture & Landscaping), Analysis of Rates (AOR-Vol.1 & AOR-Vol.2) & CPWD Specifications (Vol.1 & Vol.2) for execution of Civil Engineering works related to Building Work, Road Works & Horticulture Works etc.
- 7) IRS specifications B-1 and B-2 as per the latest version. This will be applicable for fabrication and erection of mild steel liners, Welded construction shall be used.
- 8) RDSO's Specification No. GE.IR.2 (final) dated July 2005 : Mechanically produced blanketing material for Railway Formation including Guidelines for laying.
- 9) RDSO's Specification No. GE : G1 dated July 2003 : Guideline for Earthwork in Railway project.

Note : Above and all the latest amendments/Revision of these codes and manual in practice shall be applicable, if any.

29.2 Indian Standard codes of practices

- 1) IS :456 :2000 for Plain and Reinforced concrete.
- 2) IS : 2911 - Part I/Section 1 & 2 of 1979 for design and Construction of piles
- 3) IS :2911 -Part I/Section 3 & 4 of 2010 for design and Construction of piles
- 4) IS :2911 -Part III -1980 for under reamed piles
- 5) IS :2911-Part IV -1979 - Load test on piles
- 6) IS :1343 -1980 Indian Standard Code of Practice for prestressed Concrete
- 7) IS :1892 -1979 Codes of Practice for sub-surface investigation (First Revision)
- 8) IS :226 - for Structural (Mild) Steel
- 9) IS : 1786-2008- High Strength Deformed Steel bars and Wires for Concrete Reinforcement
- 10) IS :14268-1995 -Uncoated stress relieved low relaxation strand for prestressed concrete
- 11) IS : 800-1984 - General Construction and Steel
- 12) IS: 12330-1988- Code of practice for Sulphate Resistance Cement

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- 13) IS : 10262 -1982 – Code of guideline for concrete Mix Design
- 14) IS: 2062 - 1975 - Specification for structural steel (Standard quality) - First Revision
- 15) IS: 875 - 1964 - Code of Practice for structural Safety of Buildings and loading standards
- 16) IS : 1893-1975-Criteria for Earthquake resistant design and structures(Third Revision- 1976)
- 17) IS : 383-1970-Specification For Coarse And Fine Aggregates From Natural Sources For Concrete
- 18) IS : 2386 – 1963 Part I to VIII – Methods Of Test For Aggregates For Concrete
- 19) IS : 9103 – 1999 - Concrete Admixtures – Specification
- 20) IS : 4925 – 1968 - Specification For Concrete Batching And Mixing Plant
- 21) IS : 269 – 1989 Ordinary Portland Cement, 33-Grade – Specification
- 22) IS : 8112 – 1989 - 43Grade Ordinary Portland Cement – Specification
- 23) IS : 12269 – 1987 Specification For 53 Grade Ordinary Portland Cement
- 24) IS : 8041 – 1990 - Rapid Hardening Portland Cement – Specification
- 25) IS : 455 -1983 – Portland slag cement
- 26) IS : 1489 - 1991 (Part I & II) - Portland-Pozzolana Cement-Specification
- 27) IS : 4031 – 1988 - Method of Physical tests for hydraulic Cement
- 28) IS : 10080 – 1982 - Specification For Vibration Machine
- 29) IS : 2720 – Part I to XLI (with latest update) - Methods of test for soils
- 30) IS : 1498 – 1970 –Classification and identification of soils for general engineering
- 31) IS : 6403-1981-Code Of Practice For Determination Of Breaking/Bearing Capacity Of Shallow Foundations
- 32) IS : 4926 – 2003- Ready Mixed Concrete
- 33) IS : 383 - 1970 – Course & fine aggregate from natural source for concrete

29.3 Other references

- 1) Indian Road Congress (IRC) : - Codes for items not specifically covered by any of the Railway codes or provisions mentioned in these documents.
 - 2) UIC 772 - Bearing for rail bridges
 - 3) MOST's Guidelines for Recommended Practice for grouting of post tensioned cables in prestressed concrete bridges.
 - 4) Super structure is steel girder. Approved design of steel girder by RDSO for the purpose is available. Following specifications listed in the RDSO drawing for various component of work shall be followed.
 - IS : 9595-96 – Metal arc welding
 - IS : 4000-1992 – HSFG Bolt design
 - BS : 111 (RDSO) – Guideline for HSFG Bolts
 - IS : 1367 (Part 1 to 14) – Bolts, nuts and washers
 - IS : 3935-66, EN ISO: 13918-08, BS EN ISO 6892 – Shear studs
 - IRS-B1 – Steel fabrication
- IS : 2062-2011- Steel for all member except bearing : E250W grade BO or As specified in IRS-B1 In case of clarification about following a particular specification, decision of Engineer in charge shall be final.

- 29.4** In the event of any difference of opinion in regard to any item of work not explicitly covered by specifications or Codes or in regard to the interpretation of specifications including Codes, the directions and decisions of the Chief Engineer In charge shall be final and binding on the successful tenderer. All such changes, modifications to designs and decisions shall not be entitled for any claim or compensation for payment. No plea of customs or usage shall be entertained. The tenderer should note that there might be changes after approval of design as per site conditions, which they are bound to carry out

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and comply with. There may be changes in the design even during the construction stage or before completion of the work and the successful tenderer shall not be entitled for any claim or compensation on this account and shall be bound to carry out without additional liability as covered in agreement, such changes, modifications, revised designs as may be required to suit the completion of this work.

30.0 PRIORITY WISE REFERENCE:

In case of any discrepancy or dis-agreement between different specifications to be followed for any item of work, the following reference shall be adopted in the order of precedence as they appear below :

IRUSS (Formation works, Bridge works and P.Way works) – 2021.

Provisions in these documents.

IRS codes of Practice/Standards Specifications.

Indian Roads congress specifications.

I.S. Codes.

British standard specifications.

American Standard Specification.

Provisions of any other relevant codes, decision of Chief Administrative Officer (Construction) for the application of any other codes shall be final & binding.

31.0 The system shall must ensure that if performance done not meet pre-determined quality levels there is an automatic and progressive increase of Inspection which is only released when the target is met.

32.0 The contractor shall be responsible for the maintenance of Bench mark matters in his jurisdiction of work during course of execution under the guidance of Engineer's representative.

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

34.0 SEQUENCE OF WORK

The contractor shall comply with the order of Engineer in regard to the sequence of tackling and progressing component part of the work.

35.0 PUMPING/BAILING OUT OF WATER COFFER DAMS ETC.

35.1 No extra payment shall be made for pumping out or bailing out of surface water from in side the coffer dam, diversion bunds and from any work done below water level except for work in foundation where sub soil water is required to be bailing out during execution for which appropriate item of the USSOR will apply.

35.2 The rate quoted by the contractor/s shall be deemed to include provision of coffer dams, diversion bunds, approach roads to the site of work etc. and such other works necessary for setting out and execution of work in different phases as ordered by the Engineer-in-charge. No extra payment shall be made for each works or for phase works carried out which are necessary for satisfactory execution of works.

35.3 Any timbering works required to be done for retaining earth during excavation for foundation will have to be arranged by the contractor which shall conform to the provision laid down in para-8 of Chapter-I item(1) of Works Hand Book, Part III full for which extra payment shall be admissible.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

36.0 REMOVAL OF REJECTED MATERIAL.

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

37.0 The contractor also should take time to time photographs of the site and video graphs of execution of work and copy of the same to be submitted to Railways and for which no extra payment shall be made.

38.0 COMPLETION DRAWING OF BRIDGES:

Contractor has to submit completion plans in 75 microns double mate GARWARE or similar tracing film, plotted with indelible or water proof ink for each bridge indicating all details before submission of final bill. In addition to the completion plans the contractor shall also submit the drawing stored on CD-RDM (Two CD-ROMs), failing this, a recovery at a rate of Rs. 8000/- per Bridge shall be made. The rates quoted by contractor in this tender are inclusive of preparation and submission of completion plans. Nothing extra shall be paid on this account.

The contractor also should take time to time photographs and video graphs of execution of work at different stages and submit the digital copies stored on CD-RDM (Two CD-ROMs), to Railways and for which no extra payment shall be made. Failing this, a recovery at a rate of Rs. 20000/- lump-sum shall be made.

This Tender has been submitted by/his after satisfying myself/ourselves about all factors pertaining to this work and site conditions availability of materials, labour, water required for the work, the design and plans for this work quantum of work, working hours available for this work and General conditions/Specifications which apply to this work.

I/We accept the above conditions.

Signature of Tenderer/s
Date :

Continued.....

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

WESTERN RAILWAY (Survey & Construction)

Tender No. RTM-RNQD-DyCE-C-II-02

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7852508/2025/O/o DY CE/WORKS/WR

SN	MATERIAL	MAKES/ MANUFACTURERS OR SIMILAR
32	CEMENT BASED PAINTS	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
33	CEMENT CONCRETE TILES	ULTRA / EUROCON / NITCO DURACRETE/ UNISTONE/ TERRA FIRMA
34	CEMENT PAINT	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
35	CEMENT SHEET	EVEREST/ RAMCO/ KAMDHENU
36	CEMENT(OPC/PPC)	ACC(ASSOCIATED CEMENT CO.)/ ULTRA TECH / GUJRAT AMBUJA CEMENT/ JK/ L&T / JPCEMENT/ WONDERCEMENT./ HATHI/ HI-BOND/ SIDDHI CEMENT/ SANGHI/ JSW/ MP BIRLA
37	CENTRIFUGALLY CAST C.I RAIN WATER FITTING	ELECTROSTEEL/ KESORAM/ NECO
38	CERAMIC TILES	KAJARIA/ HRJOHNSON/ EMCEI/ SIMPOLO/ RAK/ NEXION/AGL FROM THEIR AUTHORIZED COMPANY/ SOMANY/ H&R JOHNSON/ ASIAN (AGL)/ VERMORA/ NITCO
39	CHAIR	FEATHERLITE/ GODREJ/ HAWORTH / HARMANMILLER/ HOF / GEEKEN/ VEILS/ DURIAN/ SLEEP COMPANY/ IKEA/ NILKAMAL
40	CHECK VALVES (DUAL SLIM TYPE)	ZOLOTO/ AUDCO /CASTLE / ADVANCE/ DANFOSS/ KIRLOSKAR
41	CHEQUERED TILES	AGL/ NITCO / KK MANHOLES / KAJARIA/ VYARATILES/BASANT BETONS/ OSWAL INDUSTRIES/ BISAZZA/ UNITILE/ DALAL TILES INDUSTRIES/ UNISTONE
42	CHLORINATOR	THERMAXLTD/ LONEXCHANGE/ SIEMENS/ SUPREME
43	CLAY TILES	UNISTONE/DALALTILES/J.M.B.JHAJJAR / PIONEER / OSWAL INDUSTRIES JAIPUR/PROLAD
44	COCK ROACH TRAP	CHILLY/ GMGR/CAMRY/ SPMC
45	COMPOSITE WALL EXTRNAL CLADDING	SHUSH COMPOSITES / MAPAC TECHNOLOGY / MANKUVA / ALSTONE
46	CONCEALED CISTERN	SIMPOLO/ KOHLAR GROHE DURAVIT / VITRA/ HINDWARE/ ROCA/ GEBERIT
47	COPPER FITTINGS	IBP/ CONEX/ MEXFLOW
48	COPPER PIPES	MEXFLOW/ MANDEV/ JANYA
49	COVER BLOCKS	ASTRA CONCRETE/ CHARBHUJA -CCB/ EPOCH CONCRETE WORK/ INFINITY INCORP/ MENTONE/ MORBOCON INC/ STEMRIGHT/ SUPERIOR CONCRETE PRODUCTS LLP/ VED PMC
50	CURING AGENTS	SIKA/ FOSROC/ BASF/THERMAX LIMITED / SUPREME / STAR COATING/ MC - BAUCHEMIE/ CICO/ STP/ PIDILITE/ BASF/ CHRYSO
51	DASH FASTENERS	HILTI/KONCEPTM BOSCH/ FISHER
52	DOOR CLOSER	DORMA/ GEZE/ HAFFLE/ DORSET/ KICH/ BECKAR/ GODREJ/ HETTICH/ EVERITE/ HARDWYN
53	DOOR CLOSER /FLOOR SPRING	DORMA/ GEZE/ KICH/ GODREJ/ HETTICH/ EVERITE/ HARDWYN/ DORSET
54	DOOR SEAL- WOOL PILE WEATHER STRIP	ANAND REDDIPLEX/ ENVIRO SEALS / VISION EXIM
55	DOOR STOPPER	DORMA/ GEZE/ HAFFLE/ DORSET/ KICH/ BECKAR
56	DOORS & WINDOWS FIXTURES/ FITTING	DORMA/ GEZE/ KICH/ DORSET/ GODREJ/ HETTICH/ HAFELE/ ASSA ABLOY
57	DRY DISTEMPER	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
58	DUCTILE IRON FITTINGS (IS:9523)	ELECTRO STEEL/ KESORAM/ TISCO/ JINDAL
59	DUCTILE IRON PIPES (IS:8329)	ELECTRO STEEL/ KESORAM/ TISCO/ JINDAL
60	ELASTOMERIC BEARING	HERCULES/ MAGEBA/ MAURER SANFIELD/ OCEAN RUBBER
61	EPOXY GROUTING	MYK LATIKRATE / DUBOND / SEMITRONE / GLUETITE / MC - BAUCHEMIE/ PIDILITE/ FERROUS CRETE/ KRYTON/ SIKKA/ FOSROC
62	EPOXY PAINT	ULTRATECH/ SPECTRUM/ SKK/ OIKOS/ BERGER/ KANSAI NEROLAC/ ASIAN AKZONOBEL/ FOSROC/ ICI
63	EXPANSION JOINT	KANTAFLEX/ M/S CAMEO MIGUA EXPANSION JOINT SYSTEMS

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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7052508/2025/O/o DY CE/W/CON/DR

SN	MATERIAL	MAKES/ MANUFACTURERS OR SIMILAR
64	EXTERNAL EMULSION PAINT	BERGER/ ASIAN/ ULTRATECH/ DULUX/ NEROLAC/ BERGER
65	FILTER/ SOFTENER	ION EXCHANGE /MAHLE FILTER SYSTEM/ DENSO
66	FILTRATION PLANT/ SOFTENING PLANT	BIKON WATER/ION EXCHANGE/ THERMAX LIMITED / EUREKA FORBES
67	FIRE RATED GLASS	SANTGOBAIN GLASS/PILKINGTON/ASAHI/MODIGUARD/PYROGUARD/SISECAM
68	FLUSH DOOR SHUTTERS DECORATIVE TYPE	ARCHIDPLY/DURO/ JAYANA/GREEN PLY/ CENTURY/ AIROLAM / NEOLAXE/ ORION/ HAFELE
69	FLUSH DOOR SHUTTERS NON-DECORATIVE TYPE	ARCHIDPLY/ DURO/ JAYANA/ GREEN PLY/ CENTURY/ AIROLAM / NEOLAXE / ORION/ MERINO
70	FLUSH VALVES	ZOLOTO/ AUDCO /CASTLE ADVANCE
71	FRP DOORS AND FRAMES	FIBERWAYS TECHNOLOGY /ROOFCLADINFRARVINFR/FIBREFILLSYSTEM ENGINEERS/JAYANASAINIK
72	G I STEEL DOOR FRAME	SYNERGY THRISLINGTON / NAVAIR/ SHAKTI / RAPL
73	G.I.FITTINGS (MALLEABLE IRON)	ZOLOTO-M/SWASTIK/JINDAL HISSAR/ UNIK/ KS/ R-BRAND/ SURYA
74	G.I.PIPES/ M.S.PIPES IS 1239/3589	JINDAL HISSAR /TATA STEEL/ SFMC / SAIL/ SURYA PRAKSH
75	GATE VALVE	ZOLOTO/ AUDCO / CASTLE/ ADVANCE
76	GLASS	AIS / SISECAM GLASS / PILKINGTON / EMERATE/SAINT GOBAIN
77	GLASS FILM	3M DINOC FILM/ AVERY/ /GARVEY/ VEILS
78	GLASS MIRROR	MODIGUARD/ SAINTGOBAIN/ ASAHI INDIA SAFETY/ MODI FLOAT/ PILKINGTON/ ATUL/ GLALVERBEL
79	GLASS MOSAIC TILE	CORAL/ BISAZZA/ HYDROBUILD ENTERPRISE/ NITCO/ UNITILE/ DALAL TILES INDUSTRIES/ UNISTONE
80	GLASS MOSAIC TILES	ITALIAS/ BISAZZA/ PACEINDIA/ NITCO/ UNITILE/ DALAL TILES INDUSTRIES/ UNISTONE
81	GLASSED DOORS (MOTORISED)	MODIGUARD/ ST.GOBAIN/ AIS
82	GLAZED TILES	AGL / JOHNSON / KAJARIA /SIMPOLO/NEXION /NITCO/ SOMANY/ VERMORA/ OASIS/ ASIAN GRANITO LIMITED
83	GRAB BARS AND DISABLED HARDWARE	DORMA/ OZONE/ D-LINE/ SIO
84	GRC FLOOR/ WALL TILES	DALAL TILES/ NITCO/ N.T.C. OSWAL INDUSTRIES
85	GRC SCREEN JALI/ PANEL/ COLUMN/ CORNICE	BIRLA GRC / SHENISHA CROP. / DALAL TILES/ OSWAL INDUSTRIES JAIPUR/ UNISTONE/ ECOVISION/ UKTRATECH
86	GROUTING MATERIALS	MYK ARMENT PVT, ARDEX ENDURA (ARDEX ENDURA FOR NON SHRINK GROUT) BASF Sika INDIA PVT. LTD./ FAIRMATE CHEMICALS PVT. LTD./ FOSROC CHEMICAL (INDIA) PVT LTD./ KERAKOLL INDIA PVT. LTD. (TILE ADHESIVE)/ ULTRA TECH CEMENT LIMITED
87	GUNMETAL VALVE (FULL WAY VALVE) CLASS-I	ZOLOTO/ AUDCO / CASTLE/ ADVANCE/ KARTAR
88	GYPSUM BOARD	ST. GOBAIN(GYPROC)/ GYPSUMINDIALTD. / INDIA GYPSUM/ LAFFARGE/ BORAL/ DEXUNE
89	GYPSUM PLASTER	FERROUSCRETE/ ULTRATECH/ KERA-COLE/ SAINT-GOBAIN/ ELITE
90	HDPE PIPES/ MOULDED	EMCO/ POLYEFINS/ PIONEER FITTINGS/ PLYFAB / SUPREME / JAIN IRRIGATION/ FINOLEX/ DUTRON/ ASTRAL
91	HEAT RESISTANT TERRACE TILES	AGL/ THERMATEK/ SWASTIK/ DALAL TILES
92	HOLLOW SECTION	APL/ TATA/ JINDAL
93	HUME PIPE	PATEL/ RS PIPES/ PRANALI/ M/S JAY AMBE INDUSTRIES/ KALTHIA ENGINEERING & CONSTRUCTION LTD
94	INTER LOCKING PAVERS BLOCK	KK MANHOLES/ UNISTONE/ NITCO/ DALAL TILES/ OSWAL INDUSTRIES JAIPUR/ ALCOCK
95	LRPC STRAND	TATA/ JSW/ USHA MARTIN

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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7852598/2025/O/o DY CE/01/000450/W/R

SN	MATERIAL	MAKES/ MANUFACTURERS OR SIMILAR
96	M.S. STRUCTURAL WORKS	TATA/RINL/SAIL/JISPL, ESSAR, IISCO/ AM-NS INDIA/ APL/ APOLLO STEEL TUBES/ APL APOLLO TUBES LIMITED PVT LTD/ ARCELOR MITTAL NIPPON STEEL INDIA LIMITED/ HI-TECH PIPES LTD/ JINDAL STEEL AND POWER LTD/ JSW STEEL LTD
97	MINERAL ADMIXTURE (MICRO SILICA)	ELKEM/ FERROGLOBE/ KVALITET/ CORNICHE/ NOREMET/ ULTRAFINE MINERAL & ADMIXTURE PVT. LTD.
98	MINERAL ADMIXTURE (UGGBS)	JSW/ SUYOG/ TATA/ SAIL/ RINL/JINDAL
99	MODULAR FURNITURE	FEATHER LITE/ GODREJ/ HAWORTH/ HARMAN MILLER/ HOF/ GEEKEN / VEILS/ DURIAN/ NILKAMAL
100	MODULAR SS RAILING SYSTEM	KICH / KONCEPT/ DORMA/ JINDAL
101	MOSAIC/TERAZZO TILES	KK MANHOLES / AGL / UNI STONE / NITCO / DALAL TILES /OSWAL INDUSTRIES JAIPUR/ BISAZZA/ UNITILE
102	MOULD RELEASING AGENT	ADO ADDITIVE TECHNOLOGIES LTD./ CHRYSO INDIA PVT LTD/ EASTTO (EASTERN PETROLEUM PRIVATE)/ FOSROC CHEMICAL (INDIA) PVT LTD./ MAPEI CONSTRUCTION PRODUCTS INDIA PVT. LTD / MEKUBA PETRO PRODUCTS/ SIKKA INDIA PVT. LTD.
103	NON METALLIC HARDENER COMPOUND	CICO/ RECRON/ FAIRMATE/ SIKKA
104	NON RETURN VALVE	SANTILEADER/ZOLOTO/AUDCO/ ADVANCE/ KARTAR
105	NUTS AND BOLTS	AGARWAL FASTNERS/ DEEPAK FASTENER/ KIRTI FASTENER/ KVALITY FORGE
106	OIL DISTEMPER/ ACRYLI/ WASHABLE	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
107	OTHER PAINTS/ PRIMER	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
108	PAVEMENT TILES	PAVIT/ AGU/ ULTRA DESIGNER TILES
109	PIPE COAT MATERIAL (PIPE PROTECTION)	RPG RAYCHEM / PYPKOTE /MAKPHALT/ INVL LTD. STP
110	PLASTIC EMULSION PAINT	BERGER/ ASIAN/ ULTRATECH
111	PLASTIC W.C. SEATS COVERS	SIMPOLO/ KOHLER GROHE DURAVIT / VITRA
112	PLYWOOD/ BLOCK BOARD/ PLY BOARD	DURO/ GREENLAM/ JAYANA/ ARCHIDPLY/ AIROLAM/ BLACK COBRA/VIRGO/ ORION/ MERINO
113	POLY SULPHIDE SEALANT	BASF PIDILITE/ FOSROC/CHOKSEY/ CICO /SIKA /STARCOATING/MC-BAUCHEMIE/ STP LIMITED
114	POLYCARBONATE SHEETS	DPI /GE/ POLYGEL/ GALLINA/ DPI DAYLIGHTING
115	POLYETHYLENE STORAGE TANKS	SINTEX/ SFMC/ SUPREME
116	POLYMER EMULSION	SOJITZ CORPORATION (NICHIREKI)/ ASAIN PAINTS/ ACROLITE POLYMERS PVT. LTD./ PIDILITE
117	PRE-COATED GALVANISED STEEL SHEET	TATA/ BLUE SCOPE/ LLYOD INSULATIONS INDIA LTD / S.R.METALS
118	PRE-ENGINEERED BUILDING (PEB) WORKS	ZETWERK MANUFACTURING BUSINESS PVT. LTD/ ARCEDES BUILDING INDIA LLP/ EUROCOUSTIC PRODUCTS LIMITED/ MODERN PREFAB SYSTEMS PVT. LTD / R.D.ENGINEERING WORKS/ STEELFAB BUILDING SYSTEMS/ STRUCTEN PRE FAB PVT. LTD
119	PRESSED STEEL DOORS FRAME	SUKRITI/ GODREJ/ NAVAIR/ RAPL
120	PRESSURE GAUGE	FIEBIG/ H-GURU/ ALTOP/ DK INSTRUMENTS/ BAUMER
121	PRESSURE REDUCING VALVE (PRVS)	ZOLOTO/ AUDCO CASTLE ADVANCE/ DANFOSS/ HONEY WELL
122	PU WATER PROOFING	SIKA/ PHOSROC/ THARMAX/ SOPERMA / MAPEI
123	PVC FLOORING	POLYFLOR / ARMSTRONG GERFLOOR / FORBO/ TARQET/ LG
124	PVC FLUSHING CISTERN	COMMANDER/ JOHNSON PEDDER/ DURALITE/ GEBERIT/ CERA/ HINDWARE/ PARRYWARE/ JAQUAR/ SUPREME
125	PVC WATER STOPS	PRINCE/ SUPREME/ FINOLEX
126	REBAR COUPLER	SANFIELD/ DEXTRA/ KRIDHAN

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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7852568/2025/O/o DY CE/RTM-RNQD-DyCE

SN	MATERIAL	MAKES/ MANUFACTURERS OR SIMILAR
127	REINFORCEMENT BAR	TATA/ RINL/ SAIL/ TISCO/ JINDAL/ RINL/ ESSAR/ IISCO/ JSW/ ARCELAR MITTAL (ONLY PRIMERY MANUFACTURE)
128	RESIN BASED PAINTS	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
129	ROLLER BLINDS	D-DECOR / DECK / HUNTERDOUGLAS/ AEROLUX/ VISTA
130	ROLLING SHUTTER	GATEMAN/ GODREJ/ AVIANS
131	SEISMIC STOPPER	L&T PIPING CENTRE/ HAZIRA/ ALLMARCO/ AHMEDBAD/ GERB/ MAGEBA ENGINEERING/ KOLKATA
132	SENSOR OPERATED AUTO FLUSHING SYSTEM	SIMPOLO/ KOHLER/GROHE / DURAVIT/VITRA
133	SFRC MANHOLE COVER & FRAMES	DALAL TILES / NITCO / KK MANHOLES/ DAYA SPUN/T.C.I MODERNTILES/OSWAL INDUSTRIES/JAIPUR/ OCR/ PARGATI/ T-CON
134	SHEATHING DUCT	ASTRAL/ DYNAMIC/ PES.TEC/ TIRUPATI
135	SHUTRING OIL	SIKA/ FOSROC/ BASF/ THERMAX LIMITED / SUPREME / STAR COATING/ MC - BAUCHEMIE
136	SILICA SAND	SHREE SILICAAM MINERALS LLP/ RESICO INDIA PVT. LTD./ SHIV SHAKTI MINERALS
137	SILICON SEALANTS/WEATHER SEALANT	GE-SILICON/ PIDILITE/ CHOKSEY/ WACKER/ FOSROC/ CICO/ DOW CORNING / SIKA /STARCOATING
138	SLUICE VALVE/NRV	ZOLOTO/AUDCO / CASTLE / ADVANCE
139	SOIL, WASTE & RAIN WATER PIPES & FITTINGS-UPVC.	SUPREME/ SFMC PVC UPVC PIPE/ FLOW GUARD / ASTRAL / FINOLEX/ AKG/ UNITED FORGE/ METRO FORGE/ M/S METAL LLOYD INDUSTRIES
140	SOIL, WASTE WATER PIPES FITTINGS	NICO/SFMC PVC UPVC PIPE/ KAGECO / FINOLEX
141	SS FLOOR DRAIN, JALI, TRAPS	NEER/ JAYNA/ HINDWARE
142	SS GRATINGS, SOAP DISH TOWEL RAIL ETC.	CAMRY/ GLACIER/GEM
143	SS PLATE/SHEET	JINDAL/ BRG GROUP/ VIRAJ
144	STAIN LESS STEEL BOLTS, WASHERS AND NUTS	KUNDAN/ PUJA/ KONCEPT
145	STAINLESS STEEL	SALEM STEEL/ ARCELOR MITTAL/ TATA/ JINDAL ALLOYS/ SAIL
146	STAINLESS STEEL CLAMPS	HILTI/ INTELLOTECH/ KONCEPT
147	STAINLESS STEEL CP GRATING	CHILLY/ CAMRY/ KONCEPT/ ALUBOND
148	STAINLESS STEEL D-HANDLES	D-LINE / KONCEPT / DORMA / KICH / GEZE/ ORION
149	STAINLESS STEEL FRICTION STAY	EARL BIHAR/ SECURISTYLE/ EBCO
150	STAINLESS STEEL PRESSURE PLATE SCREWS	KUNDAN/ PUJA/ ATUL/ KONCEPT
151	STAINLESS STEEL SCREW FOR FABRICATION	KUNDAN/ PUJA/ ATUL/ KONCEPT
152	STAINLESS STEEL SINKS	FRANKE/ CARYSIL/ NEELKANTH/ ALLEX/ NIRALI/ JAYNA/ CERA/ ANUPAM/ FRANKE FABRE
153	STONE WARE PIPES & GULLY TRAPS	PERFECT/ R.K/HIND/ ANAND/ BURN
154	SUPER PLASTICIZER	CICO/ PIDILITE INDUSTRIES / THERMAX LIMITED/ STAR COATING/ MC-BAUCHEMIE/ FOSROC/ SIKA/ BASF/ ASIAN LABORATORIES/ ULTRA CON/ KRYTON
155	SYNTHETIC ENAMEL PAINTS	BERGER/ NEROLAC/ ULTRATECH/ JOTUN/ SHIRWIN WILLIAMS / SNOWCEM PLUS/ TATA CEM / KAZONBLDULUX
156	TACTILE TILES	AGL/ JOHNSON/ RAK/ NITCO/ PAVIT/ KAJARIA/ ORIENT BELL
157	TERRACOTTA TILE FOR EXTERNAL WALL CLADDING	TERREAU/HUNTER DOUGLAS/ SOLADRIHO / VEILS
158	TEXTURE PAINT	ULTRATECH/ SPECTRUM/ SKK/ OIKOS/ AKZONOBEL (DULUX)/ NEROLAC KANSAI (EXCEL)/ SPECTRUM/ ASIAN

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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7852543/2025/O/o DY CE (W/CON)/WR

SN	MATERIAL	MAKES/ MANUFACTURERS OR SIMILAR
159	THERMAL INSULATION SANDWICH BLOCK	VYARA TILES/ SUPER TILES/ BASANT BETONS/ DALAL TILES/ OSWAL INDUSTRIES JAIPUR
160	TILES/GRANITE ADHESIVE	FERROUSCRETE / THERMAX / PIDLITE / ULTRATECH / KRRAKOLL/ MYK LATCRETE/ FOSROC/ BASF/ KRYTON
161	TOILET CUBICLES	GREENLAM/TRESPA/CENTURY/ VEILS/ MERINO/ T-LINE/ DORMA
162	UPVC DOOR & WINDOW	ALUPLAST/ FENESTA/ JAYANA/ PSP / KOMMERLING/ WINTECH/ WINDOWMAGIC/ RAJSHRI
163	UPVC PIPES/FITTINGS AND VALVES	ASTRAL/ SUPREME/ FYBEL/ AKG/ FINOLEX/ SURYA PRAKASH/ VECTUS/ SPMC
164	VITREOUS CHINA SANITARY WARE	SIMPOLO/ KOHLAR GROHE DURAVIT / VITRA
165	VITRIFIED TILES	KAJARIA/ HR JOHNSON/ SIMPOLO/ RAK/ NEXION/ EMCER/ AGL(SUPPLY TO BE MADE FROM THEIR AUTHORIZED COMPANY)/ SOMANY/ H&R JOHNSON/ ASIAN (AGL)/ VERMORA/ NITCO/ NITCO/ SOMANY
166	WALL PUTTY	BIRLA WHITE/J.K./ GRASIM
167	WATER METER	KAYCEE/ SANTIZENNER/ PRIMA/ ZOLOTO/ LEADER/ CAPSTAN/ LEHRY
168	WATER PROOFING COMPOUND	BASF/ THERMAX / FOSROC / SIKA / SOPERMA / STARCOATING / MC - BAUCHEMIE/ PENETRON/ KRYTON FIRE STONE/ PIDILITE/ CARLISLE/ ARMSTRONG CHEMICALS PVT LTD/ EFFCO FINISHES & TECHNOLOGIES PVT LTD/ MYK ARMENT PVT. LTD/ PENETRON/ PIDILITE INDUSTRIES LTD/ STP LIMITED
169	WATERPROOFING MATERIALS	ARMSTRONG CHEMICALS PVT LTD/ EFFCO FINISHES & TECHNOLOGIES PVT LTD/ MYK ARMENT PVT. LTD./ PENETRON/ PIDILITE INDUSTRIES LTD/ STP LIMITED
170	WEATHER SEALANT	BASF/ THERMAX / FOSROC / SIKA / SOPERMA / STARCOATING/ NEROLAC/ BERGER/ AKZONOBEL/ M.C.BAUCHEMIE/ WACKER/ STP
171	WELDING ELECTRODES	ADOR WELDING LIMITED/ D&H SECHERON ELECTRODES PVT LTD/ ESAB GROUP/ GEE LIMITED
172	WHITE CEMENT	BIRLA WHITE/ J.K./ GRASIM/ LAFARGE/ DALMIA/ ULTRATECH

Signature of Tenderer(s)/

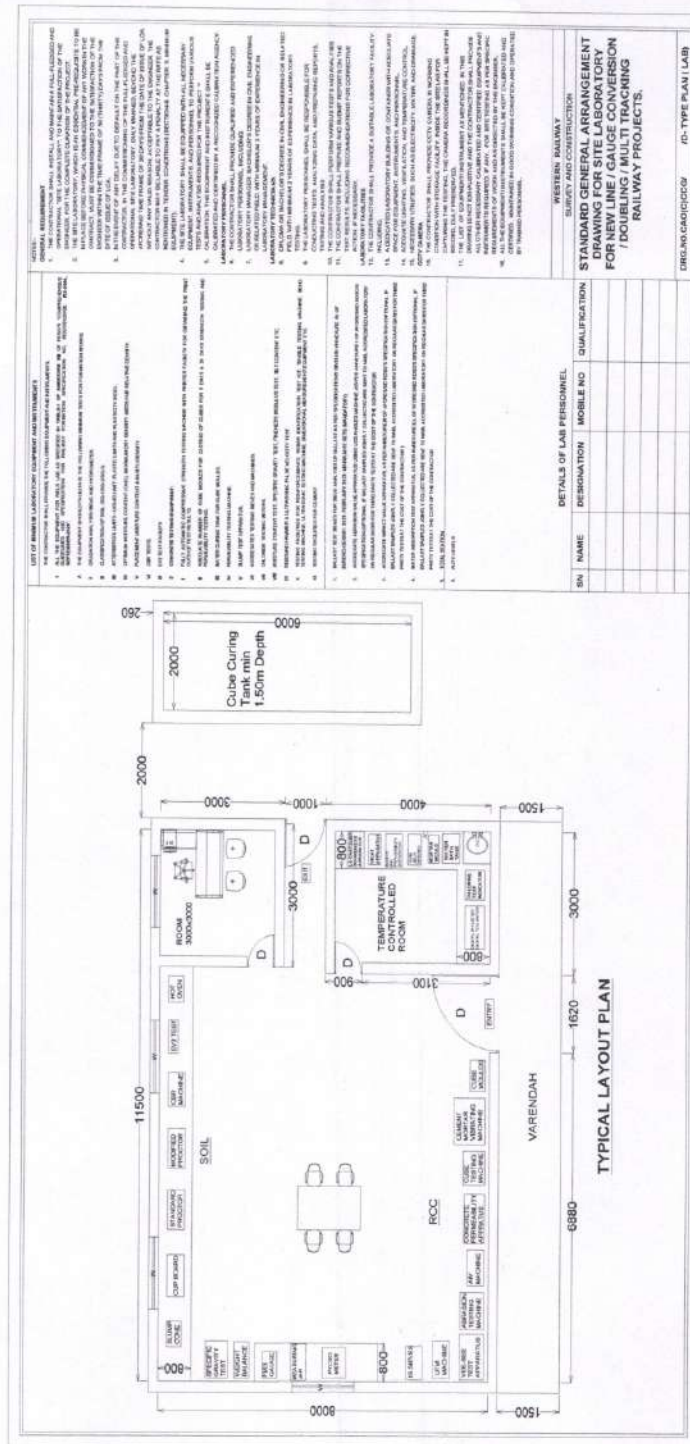
Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

WESTERN RAILWAY (Survey & Construction)

Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE-II



Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA - I**PARTICULAR OF TENDERER**

1	Full name of Contractor/ Construction firm and year of establishment	
2.	Registered Head Office & Postal Addressed Telephone Nos. with STD No.	
3.	Branch Office address, if any Telephone Nos. with STD No	
4	Constitution of firm (give full details including names of part Partners/ Executives / Power of Attorney holders, etc.)	
5.	Particulars of Registration with Government/ Semi-Govt. Organization, Public Sector Undertaking & Local Bodies etc.	

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA-II (A)**DETAILS OF ONLY THOSE WORKS EXECUTED SIMILAR TO TENDERED WORK****(Works completed during last 7 years to be given)**

Sr. No.	Name of work	Contract awarding authority	Agreement No & date	Value of contract		Date of commencement of work	Date of completion as per agreement	Actual date of completion	Description of the similarity in accordance with eligibility criteria
				Original	Completed				
	A	B	C	D	E	F	G	H	I

Note:(i) Details of only specific works shall be furnished.

(ii) The bidder shall attached a copy of the certificate(s) issued by the employer in support the information being furnished in above table, failing which the claim of bidder shall be liable to be rejected.

(iii)The certificate of completed work should be self sufficient duly incorporated all requisite details stipulated in clause 10(1)

(iv)IN COLUMN I, THE BIDDER SHOULD CLEARLY BRING OUT AS TO HOW THE ELIGIBILITY CRITERIA OF SIMILAR NATURE OF WORK IS BEING MET DULY REFERRING TO THE RELEVANT CREDENTIALS ENCLOSED WITH THE BID

(v) For at least one similar work, detailing and confirmation of credentials (from employer), for work completed similar work, shall be submitted in proforma II (A)

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA-III**DETAILS OF ALL CIVIL ENGINEERING WORKS CARRIED OUT DURING PAST SEVEN YEARS**

Sr No	Name of work	Contract awarding authority	Agreement No. & date	Value of contract	Date of commencement	Date of completion as per agreement	Actual date of completion	Brief details of Principal feature of the work

Note: Certificate from authority concerned/employer to be attached

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA-IV**DETAILS OF CIVIL ENGINEERING WORKS IN HAND/PROGRESS**

Sr. No.	Name of work	Contract awarding authority	Agreement No. & date	Value of work	Date of commencement	Date of completion as per agreement	%age progress of work	Whether Arbitration demanded or not

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

WESTERN RAILWAY (Survey & Construction)

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA-V(A)

DETAILS OF PLANTS & MACHINERY OWNED BY TENDERER

[illegible]

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA-V(B)**DETAILS OF PLANTS & MACHINERY PROPOSED TO BE HIRED FOR WORK**

Sr. No.	Particular of equipments	No./Unit	Kind/Make	Capacity	Remark

Note:- Supporting documents should be attached

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA-VI**Detail of contractual payment received in last three financial year and current financial year**

Sr. No.	Name of work	Name of employer	Detail of payment	For the financial year	Total contract amount received
A	B	C	D	E	F

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA - VII

**WESTERN RAILWAY
(SURVEY & CONSTRUCTION)**

PARTICULARS OF PERSONNEL TO BE EMPLOYED ON THIS WORK

Sr. No.	Name & Designation	Qualification	Professional experience	Remarks

Note:- Supporting documents should be attached

I hereby certify that no retired Engineer/ Gazetted Officer of the Railway who has retired within 1 years of date of submission of tender and has not obtained permission of competent authority has been engaged by me/ our firm. I also certify that none of my relative is engaged in Engineering Department of Western Railway

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA – VIII

(Particulars of site –Conditions)

I/We hereby solemnly declare that I/we visited the site of work personally and have made myself/ourselves fully conversant of the conditions therein and in particulars the following:

1. Topography of the area ;
2. Soil strata at site of work :
3. Source and availability of construction material :
4. Rate of construction materials, water and electricity including all local taxes royalties octroi etc. : :
5. Availability of local labour(both skilled and unskilled) and relevant labour rates and labour laws :
6. Existing roads and approaches to site of work :
7. Availability and rates of private land etc required by me/us for various purposes :
8. Climate conditions and availability of working days.

I/We have quoted my/ our rates for various items in the tender schedule taking into account all the above factors also

Signature of tenderer(s)

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

PROFORMA – IX**Annexure to Top sheet****Mandatory list of item/documents to be submitted along with tender while submitting E-Tender offer**

The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of the partnership Firm/ Joint venture (JV)/ Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer/s who is /are constituents of firm, Company, associates or Society shall enclose self attested copies of the constitution of their concern, Partnership Deed and power of Attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm/Company, Associates or society as the case may be.

The tenderer shall give full details of the constitution of the firm/JV/Company/Society etc. and shall also submit following documents (as applicable) in addition to documents mentioned above.

S.N.	Item	Submitted Yes or No
(A)		
(1)	If tenderer is SOLE PROPRIETORSHIP FIRM: Notarised copy of the affidavit.	
(2)	If tender is PARTNERSHIP FIRM : Self-attested copies of (i) registered/notarized Partnership deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the Firm and to submit and sign the tender, sign the agreement, witness measurements, sign measurement books, receive payment, make correspondence(s), compromise/ settle/ relinquish any claim(s) preferred by the firm, sign "No claim certificate" refer all or any dispute to arbitration and to take similar action in respect of all tenders/contracts OR said tender/contract.	
(3)	If tenderer is JOINT VENTURE (JV) FIRM:	
(i)	In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:	
(a)	Notary certified copy of the Partnership Deed.	
(b)	Consent of all the partners to enter in to the Joint Venture Agreement on a stamp paper of appropriate value.	
(c)	Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.	
(ii)	In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed.	
	Affidavit on Stamp Paper of appropriate value declaring the his/her Concern is a Proprietary concern and he/she is sole proprietor of the concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.	
(iii)	In case one or more members is/are limited companies, the following document shall be submitted :	
(a)	Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV Agreement, authorizing MD or one of the Directors of Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.	
(b)	Copy of Memorandum and Articles of Association of the Company.	
(c)	Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.	

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

(iv)	All the members of JV shall certify that they are not black listed 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 firm in which they were /are members.	
(4)	Company registered under Companies Act-1956: (i) Copies of MOA (Memorandum of Association) and AOA (Article of Association) of the Company, and (ii) Power of Attorney duly registered/Notarized by the Company (backed by the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the Company.	
(5)	Society: (i) Self attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the tender signatory.	
(B)		
(1)	Certificate for credentials as per Annexure –V	
(2)	Legal Papers/ documents for Eligibility Criteria	
(i)	(i) Similar nature of work.	
(ii)	(ii) Turnover: Attested certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.	
(iii)	(iii) Bid Capacity: List of completed works within qualifying period and works in progress.	
(3)	EMD paid on line through Payment Gateway.	
(4)	Cost of Tender Document paid on line through Payment Gateway.	

- NOTE:** 1. If it is mentioned in the tender that it is being submitted on behalf of /by a Sole Proprietor firm/Partnership firm/Joint venture/Registered company etc., but above mentioned documents/s (as applicable) are not enclosed along with the tender, the tender shall be **SUMMARILY REJECTED**.
2. If it is NOT mentioned in the tender that it is being submitted on behalf of/by 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. After opening of the tender, any document pertaining to the constitution of the firm/JV/Society etc., shall neither be asked nor be entertained/considered.
3. A tender from JV /Consortium/Partnership Firm etc., shall be considered only where permissible as per the tender conditions.
4. 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 submission of tender. 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.
5. No document shall be accepted after opening of tender. If any of the above documents is not submitted along with the tender, the tender will be **Summarily Rejected** considering it as a non-compliant bid.

Date

Signature & Seal of
Contractor

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

Annexure 'A'

MANDATE FORM:

Particulars of the Party:

Name: _____

Address: _____

Phone No: _____ Mobile No: _____ Fax No: _____

I/Tax PAN No: _____ E.Mail ID No.: _____

Particulars of Bank Account:

Bank Name: _____

Branch: _____

Bank Address: _____

Bank Telephone No: _____ Fax No: _____

Bank MICR Code No (9 Digit): _____ IFS Code No: _____

Bank Account No: _____

Account Type: Savings/Current/Cash Credit Ledger F/No. : _____

Declaration by the Party:

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information the User Institution, i.e. Dy. FA & CAO/C/ Western Railway/-----will not be held responsible. I Have understood the scheme and agree to discharge the responsibility expected from me as a participant under the scheme. I also undertake to acknowledge/ intimate the concerned Railway Administration (Dy. FA& CAO/C/Western Railway/-----) on receipt of each payment from Railways.

One cancelled cheque/photo copy of the cheque duly carrying IFS Code is enclosed.

Date: _____

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE-V

Reference -Para 6.1 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,

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

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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a **period of upto two year**.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE-V(A)

Reference - Para 6.1 of ITT

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

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

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

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

**Place:
Dated:**

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE – VI

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

TENDERER'S CREDENTIALS (BID CAPACITY)

"Bid capacity in accordance with para 10.3 (Annexure-VI of GCC, for Tenders valuing more than Rs. 10 Cr.)" (Correction made through Advance correction slip No 11 vide Railway Board vide letter No. 2022/CE-I/CT/GCC-2022[POLICY/Pt.I (E-3320424) dated 13.03.2026 issued.

RAILWAY

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

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

Where,

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

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

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

Note:

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

Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam- 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

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.

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

Annexure –VIB

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

Each Bidder or each member of a JV must fill in this form separately:**NAME OF BIDDER/JV PARTNER:**

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)**Name of CA:** _____**Registration No:** _____**(Seal)**

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____

WESTERN RAILWAY
(Survey & Construction)

Tender No. RTM-RNQD-DyCE-C-II-02

ANNEXURE – XI

In accordance with Annexure –VI of GCC-April'2022 and correction slip No 1 dated 14.07.2022, the proposed proforma of calculation of Bid capacity i.e Current contract commitments/works in progress is as under:-

S N	Descripti on of work	Contra ct No. & date	Name and address of Employer/ Tel /Fax/Email	Value of Contra ct in Rs.	Date of award of Contra ct	Date of Compl etion of Contra ct	Stipula ted Period of Compl etion in years = (g- f)/365	Date of inviting of this tender (i.e. NIT of Present tender)	Bala nce peri od for com pleti on of the work (in Year)=(g - i)/36 5	Value of balance work as on date of inviting of this tender (i.e. NIT Present tender) Total for calculati on of 'B' value of work.	Propor tionate Amou nt of Contra ct to be execut e in "N Years* * (For calcula tion of B Value)
a	b	c	d	e	f	g	h	i	j	k	l
Total value of work under column 'l' =											
"B" value											

Certified that current commitments on all the Contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly.

Certified by Chartered Accountant

Signed by Tenderer's

Name

Name

Signature with seal

Signature with seal

Notes:**(1)** Note for column (l):**

- i In case the balance period for completion of the work (assessed in **Column j**) is less than the period of completion of the present tender, full value of balance work as contained in column (k) shall be taken in column (l)
- ii In case the balance period for completion of the work (assessed in **Column j**) is more than the period of completion of the present tender, proportionate amount to be filled in **column l** shall be calculated as:
Value of balance work as on date of inviting of this tender (i.e. NIT of Present tender) (Value in column k) x N Balance period for completion (Value in column j)

iii. 'N' = Number of Years prescribed for completion of works for tender under consideration

(2) Other Notes:-

- (i) This statement should be submitted duly certified/issued by Chartered Accountant & duly signed by tenderer.
- (ii) In case of no works in hand, a "Nil" statement should be furnished duly
Signature of Tenderer(s)/

Date: _____

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. RTM-RNQD-DyCE-C-II-02

certified/issued by Chartered Accountant & signed by tenderer.

- (iii) In case JV firm, the details of works with such member of JV is required to be submitted duly certified/issued by Chartered Accountant & signed by each member of JV.
- (iv) In case, the tender/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (v) 'N' for column 'I': Number of years prescribed for completion of work for which bids has been invited.
- (vi) 'B' is the "Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender".
- (vii) Value of completed work/work is 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 technical eligibility criteria in the tender under consideration.
- (viii) The arithmetic sum of individual "bid capacity" of all the members shall be taken as in JV's "bid capacity"
- (ix) 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.

(END OF TENDER Documents)

Signature of Tenderer(s)/

Deputy Chief Engineer (Const)II ,
Western Railway, Ratlam– 457001
For & on behalf of The President of India

Date: _____