



EASTERN RAILWAY
(CONSTRUCTION DEPARTMENT)

ANNEXED TENDER DOCUMENT
For
e-Tender No: BGP01OF2026-27
(Open Tender with Two packet system)

OFFICE OF THE

*Deputy Chief Engineer/
Construction// Eastern Railway
Near Gumti No.03, Opposite to SC-ST Police station,
Bhikhanpur, Bhagalpur,
Bihar, 812001*

(Only for e-tendering through the website of www.ireps.gov.in)

Manual offers are not allowed against this tender document and any such manual offer received shall not be considered and will be summarily rejected.

Name of work:

Construction of New Loco Trip Inspection Facility in Existing Washing Line at Bhagalpur and Capacity augmentation for air brake testing & Painting by extension of WRS-V towards South end in Workshop Jamalpur in the Jurisdiction of Dy.CE/Con/BGP.

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CHAPTER-I

TOP SHEET

1.	Tender No.	BGP01OF2026-27
2	Name of Work:-	Construction of New Loco Trip Inspection Facility in Existing Washing Line at Bhagalpur and Capacity augmentation for air brake testing & Painting by extension of WRS-V towards South end in Workshop Jamalpur in the Jurisdiction of Dy.CE/Con/BGP
3.	Approximate Cost	19,11,12,753.09
4.	Completion Period	12 Months
5.	Maintenance Period	06 Months
6.	Bidding System.	Two packet
7.	Pre-bid Conference <i>(Applicable in tender having advertised value more than Rs. 50 Crores)</i>	Not Applicable
8.	Dy. Chief Engineer (Con) Unit	Dy. Chief Engineer/Con/I/BGP
9.	Applicability of Technical Eligibility Criteria	Applicable
10.	Applicability of Financial Eligibility Criteria	Applicable
11.	Similar nature of work for this tender(for consideration of Technical Eligibility Criteria)	As defined under Clause 10.1 of Tender Form (Second Sheet) of Annexure-I of Chapter-II of the tender document. <i>(Tender preparing official to delete this line highlighted in blue after filling similar nature of work in clause 10.1)</i>
12.	Applicability of Bid Capacity <i>(Applicable in tender having advertised value more than Rs. 10 Crores)</i>	Applicable
13.	Permissibility of Participation of Joint Venture Firms. <i>(Applicable in tender having advertised value more than Rs. 10 Crores)</i>	Yes
14.	Applicability of Reverse Auction <i>(Applicable in tender having advertised value more than Rs. 50 Crores.- Authority: Railway Board's letter No. 2017/Trans/Policy/Pt-S dt. 28.03.2018)</i>	Not Applicable
15.	Applicability of Price Variation Clause <i>(Applicable in tenders having advertised value above Rs. 2 Crores)</i>	Applicable
16.	Applicability of Advances to the Contractor <i>(Applicable in tender having advertised value more than Rs. 50 Crores.)</i>	Not Applicable
17.	Maximum value of disputes/claims for Arbitration (Ref. clause 64.(1)(i) of GCC-2022)	Rs.10 Crore <i>(Tender inviting authority can change this value with the approval of competent authority as per clause 64.(1)(i)(d) of GCC-2022)</i>
18.	Submission of Ballast test report	Not Applicable
19.	Special Instructions, if any	As per NIT
20.	Railway Official nominated for receiving original Bank Guarantee against 'Bid Security'	OS/Con/Bill under Dy. CE/Con/I/BGP
21.	Designation & Address of Contract Signing Authority (Ref: Annexure-VIA)	Dy. Chief Engineer/Construction/I/Eastern Railway/Bhagalpur Near Gumti No. 03, Opposite to SC-ST Police station, Bhikhanpur, Bhagalpur, Bihar, 812001

CHECK LIST FOR SUBMISSION OF TENDERS

(A) List of following documents (Scanned copy) which are to be submitted by the tenderer along with their offer failing which the tender shall be summarily rejected.

Sl	Subject/Context	Required Documents/Form
1.	Bid Security (in terms of Para-5 of Instructions to Tenderers (ITT) in Chapter-II Annexed Document)	<p>A. ONLINE MODE-CASH (no documentary proof required)</p> <p>B. ONLINE MODE-BG (BG Scanned copy to be uploaded with Tender Documents)</p> <p>Note for B :-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).</p>
2.	Documents related to Constitution of Firm	
2(a).	In case of Sole Proprietorship Concern (As per para 14(iii) of Chapter-II of Tender document)	<p>Undertaking may be given. If not given</p> <p>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.</p>
2(b)	In case of a “Partnership Firm/Concern” (As per para 18 of Chapter-II of Tender document)	<p>(i) A Notarised copy of the Partnership Deed or a copy of the Partnership Deed registered with the Registrar</p> <p>(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.</p> <p>(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. (As per format given in Annexure-VA)</p>
2(c)	In case of a “Company” (As per para 14 (ii) (e) of Chapter-II of Tender document)	<p>(i) Copies of the AOA / MOA (Article of Association/ Memorandum of Association) of the Company</p> <p>(ii) A copy of certificate of incorporation.</p> <p>(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.</p>
2(d)	In case of a Registered Society & Registered Trust (As per para 14 (ii) (g) & 17.14.5 of Chapter-II of Tender document)	<p>(i) A copy of certificate of Registration.</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/ Trust.</p> <p>(iv) A copy of Rules & Regulations of the Society.</p>

2(e)	In case of LLP (As per para 14 (ii) (f) of Chapter-II of Tender document)	<p>(i) A copy of LLP Agreement,</p> <p>(ii) A copy of certificate of incorporation; and</p> <p>(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 .</p> <p>(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. (As per format given in Annexure-</p>
2(f)	In case of a “JV Firm” (As per para 17 of Chapter-II of Tender document)	<p>(i) 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.</p> <p>(ii) Power of Attorney/authorization duly Notarised by all JV constituents, in favour of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV .</p>
2(f)(i)	In case one or more of the members of the JV Firm is/are Partnership Firm(s), following documents shall be submitted: (As per para 17.14.1 of Chapter-II of Tender document)	<p>(i) A Notarised copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(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 .</p> <p>(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.</p> <p>(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 (As per format given in Annexure-VA).</p>
2(f)(ii)	In case one or more of the members of the JV Firm is/are Proprietary Firm or HUF, following documents shall be submitted: (As per para 17.4.2 of Chapter-II of Tender document)	<p>(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.</p>

2(f)(iii)	In case one or more members of JV is/are Companies, the following documents shall be submitted: (As per para 17.14.3 of Chapter-II of Tender document)	<ul style="list-style-type: none"> (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) 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 .
2(f)(iv)	In case one or more members of JV is/are LLP firm, the following documents shall be submitted/uploaded (As per para 17.14.4 of Chapter-II of Tender document)	<ul style="list-style-type: none"> (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 (As per format given in Annexure-VA)
3.	Power of attorney (As per Clause 15 of Chapter-II of the tender document.)	Power of attorney duly notarized and in favour of a specific person to sign the tender, submit the tender and further deal with the tender/contract upto the stage of signing the agreement.
4.	<u>Technical Eligibility Criteria</u> :- Completion/Performance Certificate in support of 30%/40%/60% similar nature of work.	All documents in support of fulfillment of Technical Eligibility Criteria as per Para 10.1 & Para 17.15.1 of Chapter-II of Tender document.
5.	<u>Financial Eligibility Criteria</u>	All documents in support of fulfillment of Financial Eligibility Criteria as per Para 10.2 & 17.15.2 duly filled up Annexure-VIB of Chapter-II of Tender Document along with Certificate issued from Chartered Accountant.
6.	Annexure – A of Chapter-I of Tender Document.(As per para 16 of Chapter-II of Tender document)	Declaration/Undertaking (As per Annexure-A) to be submitted regarding Employment /partnership of Retired Railway Employees.

7.	Annexure-B of Chapter-I of Tender Document. (Applicable for tender value more than Rs.10 crore)	All documents related to existing commitments and balance amount of ongoing works and Value of completed works/executed works and payment received during the current and /last three financial years immediately preceding the current financial year, upto date of inviting of tender)
8.	Annexure – J-1 or J-2 of Chapter-I of Tender Document (for partnership firm)	If tender submitted on behalf of Partnership Firm, relevant Annexures J-1 or J-2 as Declaration to be submitted by the tenderer alongwith tender document.
9.	Annexure-V & V(A) of Chapter-II of Tender Document	Certificate to be submitted by tenderer along-with the tender as per the proforma enclosed vide Annexure-V & V(A) of Chapter-II of the Annexed Document.
10.	Annexure-VI of Chapter-II of Tender Document (Bid Capacity)	Bid Capacity document to be submitted as per Para 10.3 & 17.15.3 duly filled up Annexure-VI, Chapter-II of Annexed Document. (Applicable for tender value more than Rs.10 crore)
11.	Ballast test report	Ballast test report from approved laboratories for ballast testing to be submitted, (if applicable) . As per Railway Board letter No. 2007/CE-2/MB/1 dt. 22.04.2008.

(B) List of following important documents which are to be submitted by the tenderer along with their offer.

1	Details of the List of the Arbitration & Court cases during the last 3 years [for details please refer Annexure-C of Ch-I of Tender document].
2	Details of NEFT (in PDF format) as per Annexure F & G of Ch-I of the tender document.
3	TENDER FORM as per Annexure-I of Chapter-II of Annex Tender document duly signed by tenderers/tenderer.
4	Details of agency's own equipments proposed to be included [for details please refer Annexure-D(i) of Ch-I of Tender document].
5	Details of hired equipments to be included [for details please refer Annexure-D(ii) of Ch-I of Tender document].
6	Details of technical personnel of the agency , available on hand for details please refer Annexure-E(i) of Ch-I of Tender document
7	Details of technical personnel, proposed to be engaged by agency for details please refer Annexure-E(ii) of Ch-I of Tender document.

SALIENT FEATURES OF THE TENDER

1. This document is the Standard Tender Document which consists of the conditions of the tender, instructions to the tenders, Special conditions of the tender, specifications of the works & various Annexure etc.
2. The name/scope of the work, Tender Type (Open Tender, Single Tender, Special Limited Tender), Bidding system (single packet system, double packet system), Value of the works, Value of Earnest Money, period of completion, time & date of closing of bidding for the tender, are mentioned in the N.I.T. (Notice Inviting Tender) which is available separately.

Tender will be opened on the tender closing date mentioned in the NIT itself within three hours after the closing time.

3. The schedules of the works details are also available separately.
4. The NIT, schedule of works, along with this Standard Tender Document will be considered the tender document for this work - All the above mentioned documents taken together if not scored off shall constitute the complete tender document hereafter referred to as “tender document” & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
5. The tender offer complete in all respect and with all documents is to be submitted (in PDF Format) online by e-tendering process through the website www.ireps.gov.in as works tender, up to the closing time/date as mentioned in the NIT. Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.
6. Joint Venture Firms shall be applicable to the works tenders of value more than Rs. Ten crores. (Authority: Railway Board’s letter No. 2002/CE-1/CT/37 JV Pt.VIII dt. 14.12.2012)
- 6.1 MoU duly executed by the JV members as per Annexure-‘I’ shall be submitted by the JV along-with the tender.
7. (a) The bid security to be paid as per Clause No. 5 of Chapter-II of this Tender Document.
(b) Cost of Tender Document: e-Tender Forms shall be issued free of cost to all tenderers.
8. Corrigendum Notice on IREPS– For the purpose of Corrigendum in the Tender, NIT period is splitted as under:-

Advertisement period – Time during which all information pertaining to tender shall be available but offers cannot be submitted.

Offer Submission Period :- Fifteen days prior to opening of tender, during which tenderers can submit their offer.

Issue of ‘corrigendum notice’ is permitted as an exception only during Advertisement period. No corrigendum is permitted during offer submission period and cases requiring corrigendum during offer submission period shall be retendered.(Authority Railway Board’s Letter No. 2015/CE-I/CT/5/1 dated-31/08/2016).

9. The Tenderers are advised to visit the site of work and acquaint themselves with the conditions and expected quantum of work in their own interest before submitting their offer. For this, the tenderer should contact the concerned Dy.CE/CON as mentioned in the top sheet, at his office.
10. The tenderer shall submit along-with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of the documents/certificate in support of credentials submitted by the tenderer shall be self attested /digitally signed by the tenderer or authorized representative of the tendering firm. Self attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria’ will be considered for evaluating his/their tender. The system shall be applicable once it is made operation in IREPS.

If the tenderer(s) deliberately gives wrong information / credentials / documents in his / their tenders and thereby create (s) circumstances for acceptance of his / their tender, Railway reserves the right to reject such tender at any stage, besides, shall suspend the Business up to five years.

11. **Price Variation Clause :- Will be deal as per Clause 46A of Chapter-III of this Tender document.**
12. **Performance Guarantee – will be dealt as per Clause 16(4) of Chapter-III of the tender document. (Proforma of Bank Guarantee Bond for PG –Annexure-H)**
13. Construction workers cess - **will be dealt as per Clause 55-D of Chapter-III of the tender document.**
14. Tenderers are requested to read the NIT, tender document along with the conditions etc, Tender schedule carefully and should agree to abide by the said documents.
15. Tenderers are requested to agree to abide by the Indian Railways Standard General Conditions of Contract- 2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and specifications of materials and works as laid down by Railway in the annexed Special Conditions/ Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
16. Tenderers are requested to ensure that the person submitting the bidding on behalf of the firm, is the authorized person to represent the firm, to sign the tender & all other document on behalf of the firm.
17. Tenderers are requested to note that the railway reserve the rights to amend the scope and value of the contract and to reject (or accept) this offer without assigning any financial liability.
18. **Ballast Test Report—(Not applicable in this tender)**

(Authority: Railway Board’s letter No. 2007/CE-2/MB/1 dt. 22.04.2008)

The tenderer is required to submit scanned copy in PDF format of original ballast test report for Abrasion Value, Impact Value and Water absorption value from the approved laboratory as per provisions of and conforming to ‘Specifications of Track Ballast, RDSO-GE/0001: 2023’, along with the e-tender and should be submitted online at the time of tender bidding. The list of approved laboratories for ballast testing mentioned in SPECIAL CONDITIONS AND SPECIFICATIONS FOR SUPPLY OF 50 MM SIZE STONE BALLAST FOR RAILWAY TRACK.

- a) Tenders not accompanied by documentary evidence in support of ballast test report **will be summarily rejected**. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard.
- b) Railways may however call for the originals Test Report for verification or any clarifications/confirmations on the contents of the documents submitted. **The ballast test Report should be issued within 90 days before the closing date of this tender.** For more details on the Ballast test report, ballast specification may be referred.
19. **Two-stage reverse auction system (e-RA) - (if applicable in this tender):**
Two stage reverse auction shall normally be called for tenders valued more than Rs. 50 Crs. However, the purchaser reserves the right to call two stage reverse auction tender to execute works even if conditions are not satisfied or otherwise. The two stage reverse auction shall be governed by the stipulations contained in Rly. Bd's guidelines vide letter no. 2017/Trans/01/Policy/Pt-S, dated 28.03.2018 (copy of Rly. Bd's letter is annexed as Annexure-G).
20. **SIMILAR NATURE OF WORK FOR THIS TENDER IS:** "As defined under Clause 10.1 of Tender form(second sheet)Annexure-I of Chapter-II of the tender document."
- (a) In support of fulfillment of specified minimum technical eligibility criteria, the tenderer has to submit the credential certificate [scanned copy in PDF format of the original document] with their e-offer for the physical completion of the similar nature of work.
- (b) TENDERS NOT ACCOMPANIED BY DOCUMENTARY EVIDENCE IN SUPPORT OF ELIGIBILITY CRITERIA FOR SIMILAR NATURE OF THE WORK WILL BE SUMMARILY REJECTED.
21. **The prospective tenderers /bidders must have a "Class III Digital Signature" with Company name from any Certifying Agency (CA) authorized by Controller of Certifying Authorities (CCA). They also have to submit online request for registration sufficiently in advance to get themselves registered on IREPS (Works) in order to participate in e-tendering in works contracts.**
22. **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.**
23. **BOOKS OF REFERENCE:** These tender documents are to be read with the books:
- (i) Eastern Railway Engineering Department Unified Standard Schedule of Rates (Work and Materials)-2021(termed as ER-USSOR-2021) (as amended by up-to-date correction slip).
- (ii) Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (iii) CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (iv) Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works) 2021 (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (v) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

- (vi) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

These books are where-in-after called the “Books of reference” and shall governs this tender as well as the contract resulting from the acceptance from this tender, to the extent that their contents do not conflict with the contains of the various chapters of these documents.

24. **SAFETY MEASURE:** The following measures should be adopted to ensure safety of the trains as well as work force.

- (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 so that there is no infringement to the Railway’s schedule of dimensions. For this purpose the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the 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 restrictions 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 below shall be issued by AEN, which will be valid only for the work for which it has been issued.

COMPETENCY CERTIFICATE

Certified that Sri.....P.way supervisor of M/shas been examined regarding P.way working onwork. his knowledge has been found satisfactory and he is capable of supervising the work safely

Assistant Engineer

- (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.
- (a) The Contractor shall also employ qualified Graduate Engineer or equivalent or qualified Diploma Engineer during the execution of the allotted work as per following:

(i) One Qualified Graduate Engineer when cost of work to be executed is Rs. 2 Crore and above.

and

(ii) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh but less than Rs. 2 crore.

(b) For track related contractual works, the individuals having Diploma in Railway Engineering awarded by IPWE (India), shall also be considered as Qualified Diploma Engineers and contractor for track contract works can employ such individuals at the work site.

(Authority Rly. Board letter No – 2012/CE-I/CT/O/20 dt. 10.5.13 & dt. 12.7.13).

(c) In case the Contractor fails to employ the Engineer as mentioned above, he shall be liable to pay liquidated damage of Rs. 40,000/- & Rs. 25,000/- for each month or part thereof for the default period for the provisions, as contained in Para 10.2(a) &(b) above.

25. **No. of qualified engineers to be Deployed at Work Sites by the Contractor and liquidated damage for non-compliance of the same: (Clause 26A of Chapter-II of this tender document)**

26. **Advances to Contractor & Recovery of such advance:**

Advances are applicable for 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 of RBI Bank Rate + 5% (five Percent). The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of Chapter-III of this Tender document.

27. **Use Of Patented Items In Works Contract:**

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

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

(3) During the installation of such patented items, authorized representative of the firm supplying such patented propriety shall be present and after the execution of work a certificate to be issued by the form supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concerned Engineer – in – charge executing the contract, before releasing payment for the work done.

(Authority Railway Board's letter no. 2018/CE-I/Innov/I dt. 18.1.18 and CAO/Con/WT/Rly.Bd's Circular/Pt.II dt.22.2.18)

28. **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 Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

29. **Maintenance PERIOD:**

The maintenance period shall be as mentioned in the top sheet of tender document, starting from the date of completion of work as certified by the Engineer-in-Charge(Clause 47 of Chapter-III of this tender document).

30. **SPECIFICATIONS:**

- 30.1 The work shall be carried out in accordance with Indian Railway Specifications of Track Ballast (IS/RDSO-GE/0001: 2023) with latest correction slips, if applicable.
- 30.2 All Formation Works, Bridge Works and P. Way Works shall be carried out in accordance with the specifications contained in the book, Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works) 2021, to the extent amended or modified, by the special Specifications in this documents.
- 30.2.1 Any specifications, not covered by these documents, shall be in accordance with relevant IRS Codes, BIS Codes or IRC codes read in the said order.
- 30.2.2 CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- 30.3 (i) The materials to be supplied by the Contractor for the works covered by these tender documents shall conform to specifications contained in these tender documents.
- (ii) If called upon, the Tenderer(s) shall state the actual source of supply of material (s) to be supplied by him and shall submit samples for prior approval.
- (iii) During the execution of work, all materials brought to site by the Contractor must be offered for inspection and passing by the Engineer of Railway or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.
- 30.4 The sanitary fittings to be supplied shall be of Hindustan, Nycer and Parry or any other approved brand and are subject to prior submission of samples and their approval thereof.
- 30.5.1 (A) All reinforcement Steel (TMT Bars) and Structural Steel shall be procured as per specifications motioned in BIS's documents – IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the Specifications.
- (B) These steels 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.
- 30.5.2 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 the concerned SAG Officer of the Zonal railway on case to case basis for this purpose.
- All reinforcement steel (TMT Bar) and structural steel as per IS:1786 and IS:2062 with latest amendment should be procured from the primary producers of steel i.e.
- (i) SAIL
- (ii) TISCO
- (iii) RINL

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

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

30.5.4 All paints / distemper / plastic paints to be used shall only be these manufactured by one of the following firms or any approved brand and of colour and shade approved before hand by the Engineer-at-site. In exceptional circumstances only when the following listed firm's material is not available, Agency can be permitted to use the material of other firms with approval of competent authority (i.e. tender accepting authority). These materials shall be brought in sealed drums and each drum shall be opened in the presence of the Engineer-at-site before use.

M/s Jenson Nicholson
M/s British / Barger paints.
M/s Shalimar Paints
I.C.I.
Nerolac.

30.6 Samples of any material supplied by the Contractor may be get tested at the Contractor's cost in any recognized laboratory, at the sole discretion of the Engineer-in-charge.

30.7 Stage payment on supply of steel in the works contract (applicable for contract value more than Rs 15 Crore).

The stage payment for the steel physically brought by the Agency to the site (even before its actual use in the work) shall be made as per the following conditions:-

- a) The material shall be strictly in accordance with the contract specifications.
- b) The tender schedule shall provide for individual N.S. rate to be quoted by the tenderers for steel Separately.
- c) The material shall be delivered at site and properly stored under covered sheds in measurable stacks.
- d) The quantities of materials shall be brought to the site only in such installment that would facilitate smooth perform of work and consumed in reasonable time.
- e) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.
- f) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit and indemnity bond in prescribed format.
- g) Before releasing the stage payment the contractor shall insure the material at his own cost in favour of railways against theft, damages, fire etc.
- h) Stage payment in all such case shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work.
- i) The price variation clause for steel would continue to be governed as per extant PV Clause and with reference to delivery at site.

31. **SUBMISSION OF TENDER:**

Tender must be submitted on line through the www.ireps.gov.in on and before the closing time and date specified in N.I.T.

No manual offers shall be received for this tender.

32. **OPENING OF TENDER:**

Tenders will be opened on the tender closing date mentioned in the N.I.T itself within three hours after the tender closing time. The date and time of opening may be postponed at the sole discretion of the Railway, if circumstances so warrant. The complete details rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.

In case the date of closing mentioned in the Notice Inviting Tender is declared holiday on any account the tender shall be opened on the next working day. However, if the date of tender closing is declared as bandh/ strike etc. on any account then, railway reserves the right to open the said tender on the specified date or next working day as deemed fit and situation warrants without any further notice. However, the date and time of closing of tender shall not be postponed due to any holiday/bandh/strike etc., on the closing date.

33. **CLARIFICATION OF BIDS SUBMITTED:**

To assist in the examination, evaluation and comparison of tenders, the Railway or its authorized person may ask the tenderer(s) for clarification(s), if any needed, for such examination, evaluation and comparison. The request for such clarification etc and the response thereof shall be in writing.

34. **NEGOTIATION:**

34.1 The accepting authority reserve the right to enter into negotiations with the L-1 or more (in special case) Tenderer(s) before acceptance of the tender in order to clarify special conditions, or, reduction of rates, or, for changes in scope of the work etc, at its sole discretion.

34.2 L-1 Should be defined as the lowest, valid, eligible and technically acceptable tenderer.

34.3 Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal / modification of such special conditions as are given by the tenderer(s) along with their original tender.

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

35. **ACCEPTANCE OF TENDERS:**

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

36. **Contradiction between Tender document and GCC'2022:**

In case of any discrepancy / contradiction between tender conditions given in this tender document with Indian Railway GCC-2022 then guidelines/conditions of Indian Railway GCC-2022 with up to date correction slip will prevail.

37. **Option of payment through letter of credit (L.C) applicable for tender value Rs. 10 lakhs & and above.**

(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 but 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. SBI branches where the respective Railway Accounts Office has units account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.023% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be 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 his account shall be considered as reasonable compensation and paid by contractor.
 - f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank. (Annexure- I(B))
 - 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 Railways bank (Local SBI Branch).

- m) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account
- n) Any number of bills can be dealt within one 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.
- vi) For opening of LC, Executive Department shall make a request letter to concerned Accounts Department on a format, as per Annexure I(A)

38. DETERMINATION OF CONTRACT WITHOUT CURRENCY OF THE CONTRACT:

In exceptional cases, if the work could not be completed within scheduled completion date/extended completion date and the contractor fails to apply for further extension of time for completion of work, with valid and reasonable grounds as acceptable to Railway, the contract may also be terminated. Termination notice shall be issued as per format at Annexure -J under clause 62 of GCC.

Annexure-A**Chapter -I****DECLARATION/UNDERTAKING**

(As per para 16 of Chapter-II of Tender Document)

I/We(Name and Designation of tenderer/Authorized Person of tender) do hereby declare as under :

1. That I/We are an individual/ Partnership firm/Company/ Society/JV and :
 - (a) That I/We are not a retired Engineer of the Gazetted rank or any other Gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,
 - (b) That I/We being partnership firm / company / joint venture (JV) / registered society / registered trust etc have none of our partners a retired Engineer or retired Gazetted officer as aforesaid.
 - (c) That I/We being an incorporated company have not any such retired Engineer or retired officer as one of directors.
 - (d) That I/We do not have in our employment any retired Engineer or retired Gazetted officer retired from government service (at least 1 year prior to the date of submission of the tender)
 - (e) That I/We being an individual contractors, do not have a Member (s) of family or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. have one or more of partner(s) /shareholder(s) or member(s) of family of the partner(s)/shareholder(s) employed in Gazetted capacity in the Engineering or any other department of the railway.

OR

- 2 (a) That I am a Retired Engineer of the Gazetted rank participated in the tender in individual capacity as (Name of the firm) with following details :

Name	Date of retirement	Post held, Place and Railway unit from which retired	Details of permission taken if such retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender

- 2 (b) That I/We are a Partnership firm/Company/Society/JV and have following retired Railway Gazetted Officer as our Partner(s)/ Director(s)/Employee :

S.No.	Name	Position in tendering entity i.e. Partner/Director Employee	Date of Retirement, Post held, Place and Railway unit from which retired	Details of permission taken if such Retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender

- 2 (c) That I/We are an Individual/Partnership firm/Company/Registered Society/Trust/JV and have following partner(s) /Share Holder(s) not having share of more than 1% or member(s) of family of the individual tenders/ partner(s) /Share Holder(s) employed in Gazetted capacity in the Indian Railways:

S.No.	Name of the gazetted railway Officer who is/are partner(s) /Share Holder(s) or member(s) of family of Share Holder(s) of tenderer	Post held and Place of Posting	Railway / Unit	Details of Share holding or Relationship with individual/ share holder of the tenderer

Note :

- (i) **Strike Off (1) or (2) as applicable.**
- (ii) **In case (1) is applicable and any of the 2(a), (b) or (c) is not applicable NIL may be filled.**
- (iii) **This Annexure-A is to be given by each member of JV**

Place:-

(Signatures of Authorized signatory)

Dated:

Name of the tendering firm

Annexure-B**Chapter -I****(A) Details of existing commitments and balance amount of ongoing works with the Tenderer :**
(In compliance of para 10.3 of Chapter-II of Tender document)

Name of the works in progress/ awarded but not yet started	Contract Agreement No./ LOA No.	Name & address of client/Deptt /Orgn. For whom executed	Contract value in cost lakhs of Rs.	Date of completion of work/contract	Value of executed work and payment received (Financial year wise)	Balance amount of ongoing works to be completed in next ----- years

(B) Vale of completed works/Executed works and payment received during the current and/last three financial years immediately preceding the current financial year , upto date of inviting of tender :

Name of the completed works	Contract Agreement No./ LOA No.	Name & address of client/Deptt /Orgn. For whom executed	Contract value in cost lakhs of Rs.	Date of completion of work/contract	Value of executed work and payment received in any one financial year during the current and/last three financial years immediately preceeding the current financial year , upto date of inviting of tender

Note : Tenderer(s) should also furnish the followings :

- i) List of works on hand indicating description of work, contract value approx. Value of balance work yet to be done and date of award.
- ii) Supportive documents/certificates from the organizations with would they worked/are working should be enclosed.
- iii) **Certificates from private individuals for whom such works are executed/being executed should not be accepted.**
- iv) If required, separate page may be annexed.
- v) For details please see Clause 10.3 & 17.15.3 Chapter-II , and Anenxure - VI (Tenderers Credential (Bid Capacity) of the tender document.
- vi) In case of JV , details to be furnished as enumerated in Annexure- VI
- vii) **This document is to be furnished duly certified by the Chartered Accountant duly supported by Audited Balance Sheet.**

Annexure-C

Chapter –I

LIST OF ARBITRATION CASES DURING LAST 3 YEARS

SL. NO	Name of works	Value of work	Name of Client/Deptt.	Amount and date of claim preferred	Claim of Deptt, if any	Brief reason of disputes	Final/pre sent position of the case

LIST OF COURT CASES DURING LAST 3 YEARS

SL. NO	Name of works	Value of work	Name of Client/Deptt .	Name of the court	Date of institution of case	Relief sought from court.	Brief reason of disputes	Final/pre sent position of the case

Annexure-D(i)

Chapter –I

A. DETAIL OF OWN EQUIPMENTS PROPOSED TO BE INDUCTED
(In Compliance of para 19.3 of Chapter-III of Tender Document)

SL NO.	Details of equipments	Numbers available	Details of purchase	Date of manufacture	Material	How driven (i.e. Petrol/ Diesel/ Electric.)	Condition of the equipment	Where the equipment can be inspected
1	2	3	4	5	6	7	8	9

Annexure-D (ii)

Chapter –I

B. DETAIL OF HIRED EQUIPMENTS PROPOSED TO BE INDUCTED
(In Compliance of para 19.3 of Chapter-III of Tender Document)

SL NO.	Details of equipments.	Numbers available	Details of purchase	Date of manufacture	Material	How driven (i.e. Petrol/ Diesel/ Electric.)	Condition of the equipment	Where the equipment can be inspected
1	2	3	4	5	6	7	8	9

Annexure-E (i)

Chapter –I

C. DETAIL OF TECHNICAL PERSONNEL AVAILABLE ON HAND
(In Compliance of para 19.3 of Chapter-III of Tender Document)

SL NO.	Name	Age	Technical qualificat ions	Commence ment of present employme nt	Total experience.	Emoluments
1	2	3	4	5	6	7

Annexure-E (ii)

Chapter –I

D. DETAIL OF TECHNICAL PERSONNEL PROPOSED TO BE ENGAGED
(In Compliance of para 19.3 of Chapter-III of Tender Document)

SL NO.	Name	Age	Technical qualifications	Commence ment of present employment	Total experien ce.	Emolument s
1	2	3	4	5	6	7

Annexure-‘F’

NEFT MANDATE FORM
(In Compliance of para 46.5 of Chapter-III of Tender Document)

FROM:

Date:

TO
FA& CAO(CON),
EASTERN RAILWAY,
KOLKATA

Sub:-Willingness to Receive Payment through RBI's NEFT System.

We refer to the National Electronic Fund Transfer (NEFT) System being set up by Eastern Railway, Kolkata for remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

NAME OF ORGANISATION AND ADDRESS :**MICR CODE OF BANK :****BANK NAME :****BRANCH NAME :****BANK ADDRESS :****BRANCH TELE/FAX NO. :****BANK ACCOUNT NO. :****TYPE OF ACCOUNT :****IFSC Code :**

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Enclo : As stated above**Signature & Stamp**

Confirmed by Bank.

**EASTERN RAILWAY
CONSTRUCTION ACCOUNTS DEPARTMENT**

**ATTENTION CONTRACTORS/
STORES SUPPLIERS.**

**“NOW GET YOUR PAYMENT FASTER THROUGH
NATIONAL ELECTRONIC FUND TRANSFER (NEFT).”**

EASTERN RAILWAY CONSTRUCTION DEPARTMENT IS GOING TO INTRODUCE THE NEFT SYSTEM TO FACILITATE FASTER PAYMENT TO CONTRACTORS / STORES SUPPLIERS, FOR BILLS / PURCHASE ORDERS PLACED BY EXECUTIVES / CONTROLLER OF STORES TRANSACTIONS WILL BE AS PER THE RESERVE BANK OF INDIA NATIONAL ELECTRONIC FUND TRANSFER (NEFT) SCHEME.

B E N E F I T S.

1. Direct credit to the Contractor's / Supplier's Bank Account within intimation to the Contractors / Suppliers.
2. No postal delays or intermediate stages like receipt / dispatch.
3. No collection / clearance charges.

Interested contractors / Suppliers may please contact to details :-

A. Sr. AFA/CON/EXPENDITURE

PHONE NO. (033) 22227906

B. AFA/CON/EXPENDITURE.

PHONE NO. (033) 22227907

Interested Contractors / Suppliers are requested to come to collect the **MANDATE FORM** from Sr. AFA/CON/EXPENDITURE/EASTERN RAILWAY/KOLKATA which will contain the following details.

1. NAME OF ORGANISATION AND ADDRESS
2. MICR CODE OF BANK
3. **BANK NAME**
4. **BRANCH NAME**
5. **BANK ADDRESS**
6. **BRANCH TELE/FAX NO.**
7. **BANK ACCOUNT NO.**
8. **TYPE OF ACCOUNT**

Signature & Stamp

Confirmed by Bank.

Annexure-'G'

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड RAILWAY BOARD

No. 2017/Trans/01/Policy/Pt-S

New Delhi, dated: 28-03-2018

The General Manager, All Indian Railways/PUs, NF(C), CORE
The DG/RDSO/Lucknow, DG/NAIR/Vadodara
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela

Sub: Guidelines for Electronic Reverse Auction for Works, Stores and Service Contracts.

Ref: RB letter No. RS(M)/2011/EPS/01 Pt. dt. 18.01.2018

Vide letter under reference, Board had issued detailed guidelines / procedure to be followed for Reverse Auction for procurement of Stores. With the approval of Board (ME, FC, CRB) it has been decided to follow similar practice of Auction/Reverse Auction for Works, Services and Earnings tenders also. In supersession of all earlier guidelines for procurement of Stores through RA, following revised guidelines are accordingly issued for implementation.

A. Tenders for Works, Services and Stores Contracts

1.0 Selection criteria for tender cases of Works, Stores and Services proposed through Reverse Auction (e-RA) route:

- In the first phase, following method of purchase through Reverse Auction shall be the preferred method for procurement for Stores tenders valued more than Rs. 10 Cr. in each case and for Works and Services for tenders valued more than Rs. 50 Cr, in each case.
- The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three approved vendors (where work to be executed/service to be provided/-bulk procurement is to be from vendors approved by RDSO/CORE/ PUs etc.) or at least three proven/likely competitive sources, prima facie competent for execution of work/provision of service/bulk ordering.
- Financial Bids in single currency/parameter only shall be allowed.
- For cases on Zonal Railways/ PUs, personal approval of the PHOD/CHOD duly vetted by associate finance shall be required for any exception in tendering method for cases otherwise eligible to be processed through the method of procurement detailed herein.
- Even for cases which do not satisfy the selection criteria as detailed above, Railways may follow the process of Reverse Auction, as detailed herein if they so desire, with vetting of associate finance and approval of competent authority.

2.0 Procedure for award of contracts through Reverse Auction:

- The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e-RA.
- Conduct and reporting of Reverse Auction shall be as per Annexure I to this letter.
- Each tender should clearly specify essential technical and commercial parameters in a transparent manner. No deviation to such essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

Page 1 of 5

Sandeep Kumar

2.1 Technical Bid and Initial Price Offer:

- a) (i) In case of Works and Services related tenders E-RA shall be adopted only for those cases where evaluation is on the basis of single parameter/currency.
(ii) In case of Stores Tenders procuring authority shall decide the bid evaluation criteria in the tender itself, i.e. whether the evaluation shall be item wise, consignee wise or overall tender value wise.
- b) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.
- i. In case of Works and Services tenders, offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.
- ii. In case of Stores tenders, offers found eligible for bulk order shall be categorised as Qualified for Bulk Order for the purpose of RA and offers found eligible for Developmental order shall be categorised as Qualified for Development Order for the purpose of RA.
- c) Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.
- d) Technical & Commercial evaluation of bids shall be done by a Tender Committee, as per extant guidelines, delegation and the estimated value of tender. Recommendations of Tender Committee shall be considered by Tender Accepting Authority, as per existing guidelines.
- e) Initial Price Offer of only those bidders categorized as Qualified for Award of contract in case of Works and Services Tenders shall be opened and tabulated by system separately. In case of Stores tenders Initial Price Offer of only those bidders categorized as Qualified for Developmental Order or Qualified for Bulk Order, shall be opened and tabulated by system separately, category wise. Extant instructions for electronic tabulation shall apply for tabulation of Initial Price Offers.

2.2 Financial Bid:

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

- a. Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders and bulk ordering in Stores tenders :

Number of tenderers Qualified for Award of contract/ Bulk Order	Number of tenderers to be selected for Reverse Auction	Remarks
< 3	NIL*	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of Vendors Qualified for Bulk Order/award of contract (rounded off to next higher integer).	

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Note:

- i. * If the number of tenderers qualified for Bulk Order / Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).
 - ii. In case of Stores tenders, selection of vendors for Reverse Auction for developmental ordering: All bids found Qualified for Developmental Order shall participate in Reverse Auction for developmental orders.
 - iii. **MSE Criteria (Not applicable for Works):** All MSEs (Micro & Small Enterprises) found Qualified for Bulk Order/Award of Contract but could not be selected for Reverse Auction as per criteria stipulated in para 2.2 a. above, but are within the range of 15% of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Bid. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 2.2 a. In case of Stores tenders, lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order.
 - iv. **Make in India criteria:** All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017, found Qualified for Bulk Order/Award of Contract and are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per para 2.2 a.
 - b. During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.
- 2.3 (i) Reverse Auction among bids categorized as Qualified for award of contract in case of Works and services tenders shall be conducted on IREPS/Suitable Platform. Bidders shall be able to see the auction screens.
- (ii) Reverse Auction among bids categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform in Stores tenders. Bidders shall only be able to see the auction screens relevant to them for each category. Purchaser shall be permitted to see all the auction screens for both categories on line.
- 2.4 In case of Stores Tenders, quantity to be covered on developmental orders shall be limited to 20% of the net procurable quantity. Developmental orders shall be placed in terms of Railway Board letter no. 99/RS(G)/709/1/Pt. Dated 13/01/2015. The quantity covered on developmental orders may be within or outside NPQ, which may be decided by TC/TAA, before conduct of Reverse Auction.
- 2.5 After obtaining the final bids of the Reverse Auction, tenders shall be finalized as per existing policy (including price preference to MSEs and Make in India Order, 2017, (wherever applicable) and in case of Stores tenders, procedures based on the eligibility and quantity distribution criteria, as pre-defined in the tender document. All the relevant policies of Government of India at the relevant time shall be applicable.
- 2.6 The level of Tender Committee to consider the Final Price Offers shall be determined on the basis of lowest Initial Price Offer of bid Qualified for award of contract in case of Works and services tenders and qualified for Bulk Order in case of Stores tenders, as opened prior to Reverse Auction. In case the level of Tender Committee which evaluated technical & commercial bids as per para 2.1(d) was higher than the level of TC competent to consider

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lowest Initial Price Offer of bid Qualified for award of contract/Bulk Order, the higher level TC shall continue to finalize such tender cases.

- 2.7 For specific high value cases centralized at Railway Board such as procurement of Wagons, HSD oil, Track Machines, Steel, Rail and such other works/services/procurements, specific e-RA conditions, may be formulated and incorporated in the tender conditions duly vetted by Associate Finance and approved by competent authority.
- 3.0 Considering the fact that execution of works, delivery of services and availability of items is of paramount importance, Zonal Railways should resort to tendering through other appropriate methods to meet any exigency.
- 4.0 The above guidelines will apply prospectively, i.e. for tenders published subsequent to roll out of Reverse Auction module, incorporating above policy, by CRIS.
- 5.0 Zonal Railways/ PUs/ PSUs/Other Bodies shall incorporate appropriate conditions in the tender document.

B. Tenders for Earning Contracts

Competent authority has decided that all earnings tenders shall henceforth be done using electronic mode only (E-Tendering) and manual tendering may be discontinued. Further, for all Earning Tenders, e-auction method may be followed. This shall however apply only after successful proving out of appropriate module for Earning Contracts by CRIS. Any Earning Tender to be done manually after roll out of Earning Tender module by CRIS shall require personal approval of PHOD/CHOD.

C. For PSUs and Other Bodies/Organizations of Railways

These instructions are also applicable to all Railway PSUs like IRCON, RVNL, RAILTEL, RITES, IRCTC, MRVC and their subsidiaries and other bodies like CRIS. It is however, not mandatory for them to use IREPS module for this purpose. They may choose any proven software tool for this purpose which is suitable to function in compliance with these guidelines for Zonal Railways/PUs.

D. Other Instructions

1. E-Tendering is to be followed for all types of tenders on Indian Railways, PUs and Railway PSUs.
2. Two Packet Single Stage system of tendering is to be followed for:
 - a. Stores – Through e-R.A. tenders above Rs 10 Crore.
 - b. Works – For all tenders above Rs 10 Crore.
 - c. Services – For tenders above Rs 50 lakh.
 - d. Earnings – For all tenders.
3. MSME criteria of considering offers from MSEs quoting within L-1 + 15% for 20% of NPQ is to be followed for all Goods and Services tenders.
4. Make in India Preference order is to be followed for all Goods, Services and Works tenders wherever applicable as per guidelines. Copies of the Order No. P-45021/2/2017-B.E.-II dated



15-06-2017 and RB letter no. 2015/RS(G)/779/5 dt. 27.12.2017 are enclosed as Annexure-II & III for ready reference.

5. Withdrawal of L-1 Offer: In case of withdrawal of offer of L-1 bidder, the tender need not necessarily be discharged in case of tenders for procurement of Goods and Services (Other than Consultancy) subject to the conditions mentioned in RB letter no. 2017/Trans/01/Policy dt. 17-11-2017 being fulfilled.

This issues with the concurrence of Associate Finance of Transformation Cell of Railway Board.



(V. Arun Kumar)
Director / Transformation Cell

No. 2017/Trans/01/Policy/Pt-S

New Delhi, dated: 28-03-2018

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways



(Sanjeeb Kumar)
Executive Director Accounts
Transformation Cell

Copy for information to

1. The CMDs, All IR PSUs.
2. The Director, Indian Railway Institute of Civil Engineering, Pune.
3. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
4. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
5. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
6. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
7. The Director, Indian Railway Institute of Transport Management, Lucknow.
8. The Registrar, Railway Claims Tribunal, Delhi.
9. The General Secretary, IRCA, New Delhi.
10. The Chief Commissioner of Railway Safety, Lucknow.
11. The Secretary, Railway Rates Tribunal, Chennai.

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG (RHS), DG (RPF), DG (Stores), DG(Pers), DG(S&T)
3. All AMs, PEDs & Executive Directors of Railway Board



(V. Arun Kumar)
Director / Transformation Cell

Annexure I

Procedure for Conduct and Reporting of R.A.

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

(Ref: RB Letter no. 2017/Trans/01/Policy/Pt-S dated 28-03-2018)



ANNEXURE-II

No. P-45021/2/2017-B.E.-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion

Dated 15th June, 2017
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

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'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

.....Contd. p.3/-

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4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

.....Contd.p.4/-

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duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

.....Contd.p.5/-

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11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

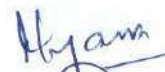
Secretary, Department of Industrial Policy and Promotion—Chairman
 Secretary, Commerce—Member
 Secretary, Ministry of Electronics and Information Technology—Member
 Joint Secretary (Public Procurement), Department of Expenditure—Member
 Joint Secretary (DIPP)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

.....Contd.p.6/-

-6-

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

भारत सरकार BHARAT SARKAR
रेल मंत्रालय MINISTRY OF RAILWAYS
रेलवे बोर्ड RAILWAY BOARD
नई दिल्ली New Delhi

No. 2015/RS(G)/779/5

Dated: 27.12.2017

The General Manager, All Indian Railways/PUs, NF(C), CORE
The DG/RDSO/Lucknow & NAIIR/Vadodara
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RCF/RBL/NDLS
CMDs of PSUs, RVNL, KRCL

Sub.: Public Procurement (Preference to Make in India) Order 2017
Ref.: (i) Rly Bd. Letter No. 2015/RS(G)/779/5, dt 03.08.2017
(ii) Rly Bd. Letter No.2011/RS(G)/779/9, dt 06.12.2017

- 1.0 Vide letter referred at (i) above, instructions for implementation of Public Procurement (Preference to Make in India) Order 2017, were issued for compliance. Some of the Railways/ PUs have submitted the compliance also.
- 2.0 The subject order provides for constitution of a Standing Committee to oversee its implementation. The Standing Committee, while reviewing implementation of the order, during its meeting held on 6th December, 2017, observed that "some of the government institutions/ autonomous bodies/ PSUs/ JVs/ companies etc. had included certain restrictive conditions in the bid documents, which were highly discriminatory against the domestic manufacturers."
- 3.0 Secretary, Department of Industrial Policy and Promotion, has conveyed the following message from the Office of Prime Minister:
"It is very disturbing that the broad message has not been appreciated by various Departments. It should be the responsibility at the highest level in each Department to ensure that the tender conditions are strictly in sync with the public procurement order and each tender must be examined from the point of view of the interest of Indian manufacturers."
- 4.0 The Standing Committee has further clarified the following:
"It is clarified that Public Procurement (Preference to Make in India) Order 2017 is not limited in its scope to mere supply of either goods or services alone, and that the contracts for procurement of works are also covered by this order as construction contracts entail rendering of both goods and services during course of execution."
- 5.0 Regarding restrictive and discriminating terms and conditions against domestic manufacturers, attention is drawn to para 3.9.1(c) of Standing Committee minutes which is reproduced below:
"3.9.1 c) Evolve an internal system of vetting the restrictive and discriminating terms & conditions against domestic manufacturers especially included in tenders or pre-qualification bids or expressions of interest floated by them or their Attached/ Subordinate Offices, Autonomous Bodies, PSUs, JVs with State Governments and JVs formed among Central PSUs."
- 6.0 In the light of above, it is reiterated that the instructions as contained in the subject order, as circulated by Railway Board, may be followed in letter and spirit, duly modifying tender conditions, where considered necessary. Compliance should be reported to Railway Board.


(Kanwalpreet)
DRS/IC
Railway Board

Dated: 27.12.2017

No. 2015/RS(G)/779/5

1. PFAs, All Indian Railways & Production Units
2. The ADAI(Railways), New Delhi
3. The Directors of Audit, All Indian Railways


(Kanwalpreet)
DRS/IC
Railway Board

Annexure-‘H’
Non Judicial Stamp Paper of Rs.100/-

MODEL FORM OF PERFORMANCE BANK GUARANTEE BOND

GUARANTEE BOND

To
The President of India
Acting through : FA&CAO/Con/Eastern Railway/Kolkata.

Bank Guarantee Bond

No.....
Date..... for
Rs.....valid
upto.....

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt _____ (hereinafter called “the said contractor(s)”) from the demand, under the terms and conditions of an agreement/Acceptance Letter No. _____ dated _____ made between _____ and _____

(Name of the Party)

_____ for _____ (hereinafter called “the said Agreement”), of
(Name of the Executive) (Name of the Work)

Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and condition contained in the said Agreement, on production of a irrevocable Bank Guarantee drawn in favour of FA&CAO/Con/Eastern Railway, Kolkata for Rs. _____ (Rupees _____).

We _____
(Indicate the name of Bank)

(hereinafter referred to as “the Bank”) at the request of _____ [contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Letter of acceptance & the tender document in which the contractor has submitted his offer.

2. We _____ do hereby undertake to pay the amount due and
(Indicate the name of bank)

payable under this guarantee without any demur, merely on a demanded from the Government acting through FA&CAO/Con/E. Railway stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay the Government acting through FA&CAO/Con/E. Railway, any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

Signature of Bank Official with
Seal and Stamp

Signature of Bank Official with
Seal and Stamp

Bank Guarantee Bond

No.....

Date..... for

Rs.....valid

upto.....

4. We _____ further agree that the guarantee
(Indicate the name of bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Ministry of Railways
(Name of the office/Department)

certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand of claim under the guarantee is made on us in writing on or before the _____
(Date of completion + 2 months thereafter)

we shall be discharged from all liability under this guarantee thereafter.

5. We _____ further agree with
(Indicate the name of bank)

the government acting through FA & CAO/CON/E. Rly., that the Government shall have the fullest liberty without any consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We _____ lastly undertake not to revoke this
(Indicate the name of bank)

guarantee during its currency except with the previous consent of the Government in writing.

8. 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

9. This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.

Dated the _____ day of _____ 202
For _____
(Indicate the Name of the Bank)

Seal & Stamp

Signature of Bank Official with
Seal and Stamp

Signature of Bank Official with
Seal and Stamp

Annexure – ‘I’

MEMORANDUM OF UNDERSTANDING**(To be signed on Rs. 100/- Non judicial stamp paper)**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made and entered into this day.

BY AND BETWEEN

AB, a company within the meaning of the Companies Act, 1956 having its registered office at/a Partnership firm having its offices at/a Proprietorship concern having its office atRepresented by its Managing Directors/Partner/Proprietor which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns (hereinafter referred as AB) of the **FIRST PART**.

AND

CD, a company within the meaning of the Companies Act, 1956 having its registered office at/a Partnership firm having its offices at/a Proprietorship concern having its office atRepresented by its Managing Directors/Partner/Proprietor which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns (hereinafter referred as CD) of the **SECOND PART**.

AND

EF, a company within the meaning of the Companies Act, 1956 having its registered office at/a Partnership firm having its offices at/a Proprietorship concern having its office atRepresented by its Managing Directors/Partner/Proprietor which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns (hereinafter referred as EF) of the **THIRD PART**.

The First Part, Second Part and Third Part hereinabove together are hereinafter referred to as “The parties”.

WHEREAS the parties hereto have agreed to enter into a Joint venture for the purpose of participation of Bid in respect of the Tender No..... for(hereinafter referred to as the said Tender) invited by the Chief Administrative officer (Con), Eastern Railway, Kolkata (hereinafter referred to as “Employer”)

AND WHEREAS in the event of the joint venture being successful in its bid, the parties have agreed to perform the contract in accordance with the agreed terms and conditions thereof and in the spirit of mutual Co-operation to achieve the objective of this joint venture to the full satisfaction of the Employer.

NOW, therefore, for and in consideration of the foregoing premises and other considerations and covenants hereinafter set forth, the parties hereby agree as follows

ARTICLE 1 Form of Agreement

That a Joint Venture is formed herein by the said (1) AB.....(2) CD.....AND (3) EF..... and to be

carried out in the name and style of _____(JV).

The Parties shall jointly prepare and submit tender documents for the said Contract and shall jointly perform the said Contract if any contract is awarded to the Joint Venture and shall be jointly and severally liable to the Employer for the contract.

The Principal place of the office of the joint venture shall be situated at the office of And for the purpose of all correspondence the address is as follows.....

ARTICLE 2 Lead Partner

The parties have agreed to appoint AB/ CD/ EF as the lead Partner of the Joint Venture for the performance of said contract who are herein nominated by the parties to the Joint Venture as authorized representative for and on behalf of the Joint Venture during the qualification and bidding periods and in the event the Project is awarded to Joint Venture during the contract execution AB/ CD/ EF in the capacity of lead Partner are authorized to incur liabilities and receive instructions for and on behalf of any all the parties to Joint Venture or its constituents.

In connection with the contract, if necessary, the parties shall take decisions by mutual consent.

ARTICLE 3 Participation of Share

The Parties agree that their respective participation/ share in the Joint Venture (hereinafter called “Participation share” shall be

..... for AB

..... for CD

..... for EF

ARTICLE 4

On issue of L.O.A. if awarded the contract an agreement among the members of JV firm will be executed on this basis of the terms and conditions mentioned herein and the said agreement has to be registered before this Registrar of companies under companies Act or before this Registrar/ Sub-Registrar under this Registration Act, 1908

ARTICLE 5 Responsibility for Execution of Contracts

The Parties hereto shall, if awarded the contract for the Project, be jointly and severally liable to Employer for Execution of the project in accordance with General & Special Conditions of the Contract. The parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Employer in course of execution or due to non-execution of the contractor part thereof or arising out of the contract.

- 5.2 The parties shall be jointly and severally legally liable to the Employer for all obligation arising from and in connection with the bidding process and execution of the said Contract in accordance with the terms and conditions as shall be agreed with the employer.
- 5.3 AB/ CD/ EF shall act as most experienced partner. All the parties shall be responsible for providing key personnel in the discipline of site management general planning and plant operation during the whole period of contract execution, in addition to execution of the work and performance of the contract in accordance with the contract agreement.

- 5.4 As agreed between themselves, each party shall be fully responsible for the fulfillment of all obligations of its scope of the work for the said Contract to be executed subject to the Agreement between the parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- 5.5 If any party fails to perform its obligations during the execution of the said contract and to cure such breach within the period designated by the non-defaulting party, then the other parties shall have the right to take up the work, the right and responsibilities of the defaulting party at the cost and risk of the defaulting party

ARTICLE 6 Duration of the Joint Venture Agreement

- 6.1 This MOU shall come into effect from the date it is executed and remain valid till all the matters in connection with the said contract for which this agreement is executed are over and settled and shall not be terminates unless and until this work awarded under this contract is completed in all respect and also till the maintenance period is over or till all this contractual liabilities are discharged completely.
- 6.2 This MOU shall be automatically terminated in case the L.O.A. is not AWARDED TO THE joint venture.

ARTICLE 7 Governing laws

- 7.0 This agreement shall be governed and constructed in accordance with the laws of the Republic of India.

ARTICLE 8 Authorised Member

- 8.1 All the joint ventures partners i.e. AB, CD and EF nominate, constitute, authorize and appoint Director/ Partner/ Proprietor of To deal with tender, to sign the agreement or enter into contract is 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.
- 8.2 All the correspondences with respect to the contract would be sent only to Sri authorized member of JV by Sri authorized member of the JV. In case of any dispute/ deference arises with the Railway Administration then Sri..... Authorized member of the JV firm will be authorized to refer the claim to the authorized on behalf of (JV) in terms of General Conditions of Contract and Special condition of Contract of the Railway and any proceedings will be dealt by Only, before the Arbitration during the Arbitration proceedings and before any Courts of Law in the country.

ARTICLE 9 Assignability

- 9.0 No party to the Joint Venture has the right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Employer in respect of the said tender/ contract.

ARTICLE 10 Use of Machinery, Instruments, Labour Force etc.

- 10.0 The parties hereto undertake that whatever the machinery, instruments, labour force, (including unskilled, skilled, inspectors, engineers etc.) they possess as 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 said machinery, instruments, 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 purpose of execution of the contract without any hindrance and obstacle.

ARTICLE 11 Bank Account

- 11.0 One or more Joint Venture account shall be opened in the name of the Joint Venture with such Bank or Banks and shall be operated by both the parties jointly. Payment should be made by the Railways in that particular Joint Venture Bank account only, which will be intimated by the parties jointly to the Railways after opening the said Joint Venture Bank Account.

ARTICLE 12 Tender/Estimation Work

- 12.1 Preparation for the tender/ bid will be co-ordinated by as agreed from time to time.
- 12.2 All the parties shall co-operate on the estimation work for the project.
- 12.3 Any expenses and costs incurred by any party for and in connection with the preparation, submission negotiation etc. up to and for bidding process shall be borne individually by the party incurring the same except when all the parties agree otherwise.

ARTICLE 13 Arbitration

- 13.1 All disputes or differences which may arise out of in relation to or in connection with this agreement shall be settled amicably between the parties hereto.

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and same will be dealt under clause 63 to 64(7) of GCC. Arbitration should be held within the jurisdiction of Kolkata.

- 13.2 None of the parties shall be entitled to suspend the performance of the agreement merely by reason of the reference of a dispute to arbitration and the parties shall continue with the execution of the Project irrespective of the Arbitration proceedings.
- 13.3 We the partners of JV firm shall have no objection if Earnest Money Deposit/Performance Guarantee is forfeited by Railway due to non-compliance, non-observance and/or any deviation from stipulated terms and conditions as indicated in clause 17 of Instruction for submitting the Tenders as Joint Venture Firms.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have executed this agreement on the day, month and year first above written.

WITNESS:

- 1.
- 2.

FIRST PARTY**SECOND PARTY****THIRD PARTY**

Annexure-‘J-1’.**DECLARATION BY AN EXISTING PARTNERSHIP FIRM**

(As per Explanation No. 8 & 9 for Eligibility Criteria given in Chapter-II of Tender Document)

(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

1.0 I.....S/o Shri, the authorized signatory of partnership firm M/sdo hereby solemnly affirm and declare as under:

1.1 That, we are an existing Partnership Firm in the name and style of M/s -----
 ---, since -----(MM/YY), having GST Registration no., PAN/TAN No.-----.
 There has been no change in the Partner(s) of our firm during last 07(Seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Partnership Firm in the name and style of M/s -----
 ---, since -----(MM/YY), having GST Registration no., PAN/TAN No.-----.
 Following of our partner(s) has/have quit the Partnership firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

AND

S.No.	Name of quittingPartner(s)	Share of Partner(s)who has/have quitted	Date of quitting(MM/YY)

/ OR

1.3 That, we are an existing Partnership Firm in the name and style of M/s -----, since -----
 -----(MM/YY), having GST Registration no. -----, PAN/TAN No.----- Following
 partner(s) has/have joined our Partnership Firm during last 07(Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

S.No.	Name of joining Partner(s)	Share of joining Partner(s)	
		In the present firm	In the previous firm from where he/theyhas/have quit and joined the present firm

In case of Para 1.2 and 1.3, following documents as applicable are required to besubmitted along-with bid:-

- (a) Copy of previous Partnership Deed(s).
- (b) Copy of Dissolution Deed(s) of previous partnership deed(s).
- (c) Proof of surrender of PAN No(s) (in case of dissolution of previous partnershipfirm).

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the aboveinformation is found to be wrong at any time, my tender will be liable to be rejected.

Name and Signature of tenderer along with Seal

Annexure-J-2**DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM**

(As per Explanation No. 7 for Eligibility Criteria given in Chapter-II of Tender Document)

I.....S/o Shri....., the authorized signatory of partnership firm M/s..... do hereby solemnly affirm and declare as under:

(a) That, we are the newly formed partnership firm in the name and style of M/s.....Registered with Registrar of firm vide Registration No....., dated

(b) In this newly formed Partnership Firm, we areno. of partners. The details of the previous proprietary firm or previous dissolved partnership firm or previous spitted partnership firm(s) wherein any of the partners of the present firm was a proprietor / partner and proposed to use credentials obtained in such previous propriety firm (s) / partnership firm(s) is as under:-

S.N.	Name of person in the newly formed partnership firm	Details of Previous proprietary/ Partnership Firm	Share in newly formed Partnership firm	Share in previous partnership firm	Remarks
1.					
2.					
3.					

- (i) That, following relevant documents are Annexed with bid:-
(ii) Copy of previous Partnership Deed(s).
(iii) Copy of previous Dissolution/splitting Deed(s) of previous partnership deed(s).
(iv) Proof of surrender of PAN No(s) (in case of dissolution of partnership firm).

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

**Name and Signature of tenderer
along with Seal**

ANNEXURE – K

(The sample GST compliant invoice)

(Authority: Railway Board's letter No. 2016/CE-I/CT/12/GST/Pt.I dt. 29.06.2017)

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 Amt.
15. CGST Rate
16. CGST Charged Amt.
17. SGST/UGST Rate
18. SGST Charged Amount
19. Cess Rate
20. Cess Charged Amt.
21. Name/Receipient of Service/Goods
22. Place of Supply
23. Recipient GSTIN
24. Tax Payable in Reverse Charge Basis (Y/N)
25. TDS

Annexure- L(A)
Ref, Cl-37(vi)
Chapter-1

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

Office of..... Railway

No.....

Dated.....

The PFA/ Sr. DFM/ FA &CAO /C
HQ/ Division/ Workshop/ Cost

Sub: - Opening of LC

Ref: Supply Order/ Contract Agreement No.....

It is requested to open a sight LC against the above referred order/agreement in favour-----
------. The details of beneficiary are as under.

- i. Name of contractor/Supplier
- ii. Vendor code
- iii. Address
- iv. Tender No.
- v. Contract agreement
- vi. Description of goods/Service
- vii. Value of contract.
- viii. Stages of payment.
- ix. Expected payment within 06 months (LC amount)
- x. Beneficiary bank details:
 - a) Bank name
 - b) Address
 - c) Account No.
 - d) IFSC Code.
- xi. Validity/period for which LC is to be opened

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

(Signature)

Name:-----

Designation:-----

(Official Seal)

Annexure- L(B)
Ref. C1-37(v)(f)
Chapter- 1

DOCUMENT OF AUTHORIZATION

LCDA NO. (18 DIGIT IPA GENERATED NO.)

Reference: (i) Works Contract/Supply Contract No. _____ Dated _____
(ii) Inland Letter of Credit No. _____ Dated _____

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

The beneficiary of the aforementioned Letter of Credit M/s. _____ (NAME AND VENDOR CODE) _____ (Vendor code _____ as per IREPS) is entitled to receive payment aggregating INR _____ (FROM MASTER TABLE OF LC OPENED) _____ Against the first/second commercial invoice No. _____ (FROM IPAS) _____ dated _____ (FROM IPAS) _____ for INR (FROM IPAS) _____ raise against the above contract from State Bank of India _____ (BRANCH-FROM LC MASTER TABLE) _____ on the strength of this certificate.

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

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

THIS PAYMENT: _____
LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorized Railway Authority)

Name:
Designation:
Official Seal

Chapter-II**PART I****Instructions to Tenderers (ITT)**

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

1.01 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works) – 2021 (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- x. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

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

1.2 Definition: In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

(a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) “Chief Engineer” shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

(i) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.(j) “Specifications” shall mean Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works) – 2021 (IRUSS-2021) updated with correction slips issued up to date of inviting tender and CPWD Specifications 2019 Vol I & II as specified under the authority of the Ministry of Railways or Chief

Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

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

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

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

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

(o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

3. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

4. 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.

5. Bid Security:

(1)

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

Value of the Work	Bid Security
--------------------------	---------------------

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

Note:

- (i) **The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.**
 - (ii) **Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.**
 - (iii) **Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.**
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-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**).
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the top sheet of 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. 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 CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case

GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

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

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

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

- (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.

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

CONSIDERATION OF TENDERS

7. Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any

such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

7A. 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.

7B. 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.

7C. 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.

7D. 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.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent

authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

ANNEXURE - I

EASTERN RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Eastern Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid 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 Tenderer(s)

Date _____

Address of the Tenderer(s)

ANNEXURE - I (Contd. ...)**TENDER FORM (Second Sheet)**

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 _____ or obtained from the office of the Chief Engineer, _____ 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 _____ or obtained from the office of the Chief Engineer, _____ 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 _____ and / or Chief Engineer, _____ 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 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 as mentioned in the Top sheet of the Tender document starting from the date of issue of acceptance letter.

6. Bid Security:

(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 Eastern 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.

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.

9. 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.

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.

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

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

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

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

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

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

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

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

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

SIMILAR NATURE OF WORK FOR THIS TENDER IS : Any Civil Engineering Work involving execution of fabrication & erection of structural steel works.

OR

For consideration of Technical Eligibility in the tender, the subject tender work has been divided into four components which are detailed as under.

Sl	Component	Value of component (Rs. In Cr.)	Definition of similar nature work for evaluation of work	Technical eligibility criteria
1.	A (Earthwork/blanketing and minor bridges)	-----	----- ----- ----- -----	30%/40%/60% of Rs. ---- Crore in 3/2/1 no (s) of works of similar nature completed in last 7 years by tenderer or in case of JV, by its constituent member as per para 17.15.1(b) including notes for para 17.15.1 of Chapter-II of Tender document. The documents/certificates in support of eligibility to be submitted by the tenderer along-with their offer.
2.	B (Construction of major bridges)	-----	----- ----- ----- -----	30%/40%/60% of Rs. ---- Crore in 3/2/1 no (s) of works of similar nature completed in last 7 years by tenderer or in case of JV, by its constituent member as per para 17.15.1(b) including notes for para 17.15.1 of Chapter-II of Tender document. The documents/certificates in support of eligibility to be submitted by the tenderer along-with their offer.
3.	C (Building and other miscellaneous works)	----	----- ----- ----- -----	30%/40%/60% of Rs. ---- Crore in 3/2/1 no (s) of works of similar nature completed in last 7 years by tenderer in case of JV, by its constituent member as per para 17.15.1(b) including notes for para 17.15.1 of Chapter-II of Tender document. The documents/certificates in support of eligibility to be submitted by the tenderer along-with their

				offer.
4.	D (P.way work)	-----	----- ----- ----- -----	<p>The work covered in this component shall either be executed by tenderer himself if he has work experience as per para 10.1.(a) above or through sub-contractor or jointly i.e. partly himself and remaining through sub-contractor fulfilling the requirement as per Clause 7 of Chapter-III of this tender document. In both the cases whether the work is executed by the tenderer himself or sub contractor prior approval of Chief Engineer is necessary.</p> <p>For this component, technical eligibility will not be considered in tender evaluation and the documents of tenderer himself or sub-contractor need not be submitted along-with the tender.</p> <p>However, in case of award of the contract, documents for fulfilling eligibility criteria by contractor himself or sub-contractor for execution of work covered under this component shall have to be submitted by the contractor for approval of Chief Engineer before execution of this component.</p>

[NOTE for Tender Preparing Official: For composite work tender, 1st part (highlighted above 'OR') to be deleted details are to be filled in 2nd part and number, name, value of components as applicable to tendered work and similar nature of work for each component should be filled carefully. For other work tender (non-composite), fill similar nature of work in 1st part and delete the 2nd part (highlighted below 'OR'). Please delete this note after filling up required similar nature of work.]

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.

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. 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.

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In 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.
- (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 _____, _____ Railway for carrying out the work according to the 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 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.
 - (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 / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to 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 Apostille 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 holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

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

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

AND

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

THEN

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

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

from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

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

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

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.

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

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 alongwith 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.

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.

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

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):

(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 Para 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:

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:

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.

19.0 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.

(Signature)

(Designation)

Signature of Tenderer(s) _____ Railway Date _____

ANNEXURE - I (Contd. ...)**TENDER FORM (Third Sheet)****Name of Work:** _____**BILL OF QUANTITIES****1. Standard Schedule of Rates (SSOR) Items:**

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

(This Third sheet not applicable for e-tenders where Bill of Quantities given in NIT)

ANNEXURE – II**(Not applicable for this tender)****AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. _____ DATED _____. ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of:

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____

Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

ANNEXURE – III
(Not applicable for this tender)

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

Authority _____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the Standard Schedule of Rates (SSOR) of _____, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents under Zone Contract Agreement here-in-before referred to:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (₹)
1	2	3	4	5	6	7
Total Approximate Value of Work = ₹ _____						

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of _____ Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ (Signature) Railway: Designation _____

Address _____

For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| 3. | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

ANNEXURE – IV**(Will be executed after acceptance of tender)****RAILWAY****CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____

Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:**Witnesses:**

ANNEXURE-V

Reference -Clause 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 or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee 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.

ANNEXURE-V(A)

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

ANNEXURE – VI

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

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

For tenders having advertised value more than R.s 10 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

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 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.

Annexure –VIA

Clause 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,

..... Railway,

Beneficiary: **FA & CAO/Con, Eastern Railway, Kolkata**

Date:.....

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

In consideration of the President of India acting through----- (*Designation & address of Contract Signing Authority as mentioned in the top sheet*), Railway,, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No. _____, We have been informed that *[Insert name of the Bidder]*..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

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

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at 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.

12. This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.

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.

Annexure –VIB

Reference -Clause 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)

Chapter-III**Part II****STANDARD GENERAL CONDITIONS OF CONTRACT**

1. (1) Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

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

(b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.

(c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

(e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.

(f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

(g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

(h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender

percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

(i) "Works" shall mean the works to be executed in accordance with the contract.

(j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

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

(l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

(m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.

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

(p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.

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

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

(s)“Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2. (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

3. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(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.

3.(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).

4. 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 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 *e-mail* id registered with IREPS and no notice, communication, reference or complaint not in writing or through *e-mail*, shall be recognized.

5. 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.

6. 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.

7. Assignment or Subletting of Contract: 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 Clause 3.2.1, the Contract price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signalling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.} \$

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

\$ May be deleted if the contractor is not a Consortium/Joint Venture.

(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.
- (j) 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.
- (k) 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.
- (l) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (m) 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.
- (n) The Contractor shall indemnify railway against any claim of subcontractor.

- (o) 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.
- (p) 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 also for the portion of work subcontracted and successfully completed by the sub-contractor.
*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfillment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*
- (q) 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.
- (r) 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).
- (s) 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.

8. 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.

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

10. 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 therefor.

11. 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.

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

13. 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.

14. 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, trees, 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.

15. 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.

16.(1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if

Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

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

16.(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.

16. (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.

16.(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.

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and additional Performance Guarantee as per Clause 16(4)(h) in any of the following forms

- (h) A deposit of Cash;**
- (ii) Irrevocable Bank Guarantee;**
- (iii) Insurance Surety bond as per Annexure-XVII.**

Note:

In case 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 Savings Bank;**
- (viii) Deposit in the National Savings Certificates;**
- (ix) Twelve years National Defence Certificates;**
- (x) Ten years Defence Deposits;**
- (xi) National Defence Bonds and**
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.**

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

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

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

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

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

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

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

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

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

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

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.

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

(i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in

the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

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

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

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

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

NOTE:

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

17C 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:

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

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution:

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

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

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(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 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.

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 organisation (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 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 co-operate 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.(1) 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.

20.(2) 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.

20.(3) 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.

20.(4) 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 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.(1) 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 therefrom and shall be responsible for all loss to the Railway.

22.(2) 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.

22.(3) 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.

22.(4) 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.

22.(5) 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 may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24. 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 sub-contractor, 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 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 these conditions.

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

26A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

26A.2 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.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

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 therefor, 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 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.

31.(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.

31.(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.

31.(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 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 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 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.

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 Item(s) 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).

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 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 affected 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 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 contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork 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 therefor 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 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

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 re-measurement 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 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: 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 ₹1 will be reckoned as ₹ 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) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance –

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

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

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

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

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

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

(b): Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This

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

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

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

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

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

(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.

(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.

46.(5) 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 for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30

6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

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

3B Item(s) for supply of Steel

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

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

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

4 Tunnelling Works (With explosives)

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

4B Item(s) for supply of Steel

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

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

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

5 Building Works

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

6 Bridges & Protection work

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

7 Permanent Way linking**8 Platform, Passenger Amenities**

8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E

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

8C Item(s) for supply of Cement Item

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

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

9 Any Other Works not covered in Classification 1 to 8

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

9B Item(s) for supply of Steel

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

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

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

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.)

shall be worked out by the following formulae:

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

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

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

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

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

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

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

(II) For Railway Electrification Works:

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

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

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

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

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

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

Where,

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

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

C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 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:

$$(i) \quad VSIGWK = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LB_i - LB_o) / LB_o + POTH \times (OTH_i - OTH_o) / OTH_o + S30C]$$

- $$\begin{aligned} & \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + \\ & S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o; \end{aligned}$$
- (ii) $VINVSIG = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$
- (iii) $VINTGTESTSIG = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$
- (iv) $VCOMWK = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$
- (v) $VINVCOM = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$ and
- (vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o].$

Where

VSIGWK = 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 subparagraph (h);

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.

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 signaling 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;

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.

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

<div>Works</div> <div>Component</div>	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)	***%	—	—	***%	—	—
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:

$$P_i = P_o + CuF (Cu - Cu_o) + CCFCu(CC - CCo) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + CuF (Cu - Cu_o) + AlFcu(Al - Alo) + CCFCu (CC - Cco) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

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

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

Cu_o = 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 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.

CC= 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.

$$P_{30C_i} = P_{30C_o} + 0.391(Cu - C_{uo}) + 0.557(CC - C_{Co}) + 0.425(Fe - Fe_o)$$

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

$$P_{24C_i} = P_{24C_o} + 0.313(Cu - C_{uo}) + 0.481(CC - C_{Co}) + 0.398(Fe - Fe_o)$$

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

$$P_{19C_i} = P_{19C_o} + 0.248(Cu - C_{uo}) + 0.395(CC - C_{Co}) + 0.343(Fe - Fe_o)$$

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

$$P_{12C_i} = P_{12C_o} + 0.157(Cu - C_{uo}) + 0.277(CC - C_{Cu}) + 0.289(Fe - Fe_o)$$

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

(v) Size 9C x 1.5 sq.mm

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

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

(vi) Size 6Cx 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$$

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

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

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

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

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

(ix) Size 12C x 2.5 sq.mm

$$P12C_{2.5_i} = P12C_{2.5_o} + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$$

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

$$P2C_{2.5_i} = P2C_{2.5_o} + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

$$P2C_{25_i} = P2C_{25_o} + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$$

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

$$PQC_i = PQC_o + 0.135(Al - Al_o) + 0.139(Cu - C_{uo}) + 0.515(CC - CC_o) + 0.693(Fe - Fe_o)$$

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	Average of per tonne rates of 10mm dia TMT & 25mm

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

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

SL	City	Railway
1.	Delhi	Eastern , 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 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17B 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 17A, the price adjustment for the period of extension granted under Clause 17B 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 17A 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 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B 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.

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 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 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.

51.(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.

51.(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-A. Production of Vouchers etc. by the Contractor:

- (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-contractor 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: 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 with this or any other Railway or any Department of the 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:

- (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 interse.

LABOUR

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.

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 thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

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

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

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 sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

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 arrangement 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 sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except

on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

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 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 endeavors 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 neighborhood 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: 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 sub-contractors 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 Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

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

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 therefor shall be conclusive evidence thereof.

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

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

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

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of 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 these Conditions, or

- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these 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 available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of 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.
- (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.

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

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

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

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

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

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

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

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

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

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

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

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

64.(1) : Demand for Arbitration:

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

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

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

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

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

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

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

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

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

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

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

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

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

64.(3) : Appointment of Arbitrator:

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

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

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

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

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

ii. A formal request for nomination shall be submitted to ICA, accompanied by:-

a. A brief statement of claim outlining the nature and quantum of the disputes.

b. A copy of the relevant contract and any supporting documents.

c. A copy of the notice intimating the other party of the intimation of arbitration proceedings, with proof of delivery (if any).

iii. Ad- hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

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

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

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

64.(3)(c)(ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do

or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

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

64.3(c)(iii):

(i) Qualification of Railway Empanelled Arbitrator(s):

(a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(b) Age of arbitrator at the time of appointment shall be below 70 years.

(c) Persons not involved in any current vigilance/ CBI cases or against whom disciplinary or prosecution proceedings are not in process.

(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or

(e) Persons who have not been imposed one minor penalty and against whom two administrative actions have not been taken as a result of vigilance /CBI action while in service on Railways.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 64.(3)(a)(i) 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

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

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

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

64.(7): Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract 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.

PART-II ANNEXURES**ANNEXURE – VII**

Reference Para 17B

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

Sub: (i) _____ *(name of work)*.

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ *(Quote specific application of Contractor for extension to the date received)* _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any liquidated damage fixed earlier)* will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

Registered Acknowledgement Due

RAILWAY

To

M/s _____

Contract Agreement No. _____

In connection with _____

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Yours faithfully

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ANNEXURE – VIIB

(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____
6. Physical fitness
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

ANNEXURE – IX

(Reference Clause 62. (1)

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered
IREPS Email

PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____ hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)**_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement).

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS:_____

ANNEXURE-XV

Reference Para 64.3 & 64.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

.

Signature of Claimant_____ Signature of Respondent _____

*Strike out whichever not applicable.

ANNEXURE-XVI

Reference Para 64.(3)

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. 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 in terms of The Arbitration and Conciliation Act-1996.
Or
I have 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 in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.
Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

ANNEXURE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
Through.....,
.....
Railway.

Date.....
.....

Surety Bond No:.....
Amount of Bond.....

Issue Date.....
Expiry Date.....

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

AND

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

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

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **XXXX (Rupees XXXX Only)** as above stated.

2.The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3.On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5.The Surety Bond shall be unconditional and irrevocable.

6. The bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby waives any requirement for notice of any such change, addition or modification to the Surety.

8.This Bond is valid and effective from the date of issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on **XXXX** (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.

9.The Surety agrees that the Railway's right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10.The Surety agrees that its obligations to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11.The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12.The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No.758.

13.We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether to Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any difference between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond(s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXX Only)**.

b. This Surety Bond shall be valid up to **XXXX** (*being the date of expiry*);

c. Unless the bank is served a written claim or demand on or before **XXXX** [*date of expiry*] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15.The Insurance Surety bond shall be verified by sending mail to [customer.care@sbigenral.in]

Place.....

Bank’s seal and authorized signature(s)
[Name in Block letters].....

[Designation with Code no.].....

[P/Attorney] No.

Witness

1.

2.

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

CHAPTER -IV**SPECIAL CONDITIONS & SPECIFICATION FOR EARTHWORK****1. GENERAL**

- 1.1 Earthwork shall be done generally in accordance with provision of Part II of General Conditions of Contract and Indian Railway Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works) – 2021[IRUSS-2021].
- 1.2 **The book “Comprehensive Guidelines and Specifications for Railway formation-specification No. RDSO/2020/GE:IRS-0004, Sept-2020” issued by Geo-technical wing of RDSO known here under, as “RDSO guidelines” shall form the basis of principles for conducting all testing and execution of work of embankments.** A copy of this book can be seen form the office of Chief Admin. Officer (Con), Eastern Railway, Kolkata.
- 1.3 Standard sections for Earthwork in formation, cutting, blanketing for single line, double line conventional doubling are given in the Indian Railways Permanent Way Manual (with all correction slip) and Indian Railways Code for Engineering Deptt. 1999 (with all correction slip) which are Government of India’s priced publications. However, a set of such standard sections can be seen from the office of Chief Admin. Officer(Con), Eastern Railway, Kolkata. These sections are for guidance of contractor to assess the type of work involved but the actual dimensions/side slopes etc. may vary to some extent depending on local conditions.
- 1.4 Where these conditions and specifications are in conflict with or repugnant to the Eastern Railway Standard Specifications and/or other books mentioned as Book of Reference in these tender documents, the clause of these Special Conditions and Specifications shall prevail.

2 EARTHWORK

- 2.1 Before the work is started, the whole area between the toes of the bank or top of cutting, shall be properly cleared by the contractor of all Trees, Roots, Heavy grass and all obstructions. No extra payment will be made for such work. All trees of girth (parameter) more than 12 inch at 1 meter above the bottom shall be the property of the Railway and the Contractor shall, after uprooting, deposit the same with Railway. Before cutting trees, necessary permission required from the forest department or any other appropriate authority, shall be taken, by the contractor on the basis of Railway’s recommendatory letter.
- 2.2 (a) Where an embankment is being extended in width, the slope shall be benched as per specification of GCC and the cost for the same shall be included in the through rate and shall not be payable separately.
(b) Before commencing the work, Dagbelling as specified in IRUSS-2021 shall be done.

3 PAYMENT

- 3.1 Except of otherwise specified regarding secured advance, all payment shall be made on finished cross sectional quantities, cross sectional areas at various points shall be worked out and the arithmetic mean of the areas, at any two such continuous points multiplied by the horizontal distance between these two points measured along the center line of the alignment shall be taken as the quantity of earthwork between the two points on which the payment shall be made. The contractor shall have no claim for the quantities over and above the payments on account of subsidence, base settlement, wastage or guttering due to rain, floods, wind, wave wash etc. all bridges and other gaps shall be deducted in full from the quantity of the earthwork.
- 3.2 **SETTLEMENT ALLOWANCE:** Where the embankment is compacted to specified dry density mentioned hereunder, no allowance for settlement of the bank shall be made, where the bank has not been formed by dumping earth, light tamping, and/or passing a monsoon over it, necessary allowances for settlement as specified in the GCC shall be made.
- 3.3 All payments shall be made in accordance with items given in the “Schedule of Items” only. Any arrangements/works required to be done to achieve the work defined in various Items of the “Schedule of Items” shall be done at contractor’s cost without any extra payment and the Contractor should include such expenses in the rates quoted against the said items.
- 3.4 While making embankment, earth shall not be dumped in any standing water at the location where embankment has to be constructed. If there is any standing water, the same shall be drained or pumped

- out completely before any earth is dumped in this area. In case of draining out or pumping out water, no extra payment will be made to the contractors and quoted rates for earthwork shall cover all such charges.
- 3.5 There shall be only two classifications of soil, e.g. (a) all types of soil except those requiring blasting for excavation (b) those requiring blasting. All the payments for excavations in cuttings shall be made as per the Schedule of Items only on the basis of these two classifications.
 - 3.6 LEAD / LIFT etc.: No separate lift / crossing of line or similar item shall be payable separately otherwise than provided in the Schedule of items. Lead shall be payable as provided in the Schedule of Items.
 - 3.7 Lead for the purpose of payment will measured on a longitudinal section of the alignment from center of gravity of the Cut to the center of the gravity of the fill, along a straight line. Measurements of distance of lead shall not be done at site even if the contractor does not or is unable to follow this straight line. The assessment of lead is a drawing table exercise. The L-section shall be divided into segments, each of appropriate and suitable length, and volume of earthwork in each segment calculated. Segments of cut and fill will then be matched and lead measured from L-section from center of gravity of cut to center of gravity of fill, in such a way that the total amount payable on the lead is the least. For this purpose, spoils are not to be lead across obstruction caused by waterways with major bridges unless a road bridge exists by the side of the alignment. Waterway with minor bridges shall be ignored because contractor is expected to build temporary culverts across them on its own cost for leading spoils. It is desirable that the contractor before commencing work draws the lead chart in L-section based on the above guidelines and tentatively decides lead and fill areas. The contractor shall try to stick to this lead during execution of the work. The contractor in his rate, if any, shall cater for variations.
 - 3.8 The spoils from cuttings shall normally be utilized for earthwork in embankment. Where the cutting spoil has been used for making embankment, payments shall not be made for both cuttings as well as embankments. Only one payment, i.e., for cutting shall be allowed. However, lead over free lead (100 M) will be paid separately as provided in the schedule of the work. Surplus, unsuitable spoils shall be dumped in neat stacks on Railway land or disposed off as directed by Engineer at site for which no extra payment will be made.
 - 3.9 Stone excavated from cuttings, which may be considered useful for use as building stone, for pitching or for breaking into ballast or chips shall be stacked separately by the contractor as directed by the Engineer at site. This stone will be property of the Railway and may be issued as Railway materials to the contractors as pitching etc. in accordance with relevant Item of L&M Schedule.
 - 3.10 If any service roads, culverts, bridges etc. are to be built, the contractor shall build the same at his own cost, including ramps for transporting earth to make embankment, all the service roads are to be maintained by the contractor at his own cost. No separate payment for such works shall be made.
 - 3.11 The contractor shall break all clods / lumps of soil and fill up all hollows in the earthwork in embankment by light tamping / consolidation which may be achieved by a few passes of plate vibrator or a suitable type of roller. The rates in items in earthwork in embankment shall include this.
 - 3.12 The contractor may be asked to use Geo-Synthetics / Geotextiles in the embankment if it is found that the use of Geo-synthetics reduces the overall cost considerably. In such an event, special rates and conditions shall be separately negotiated with the contractor, but the contractor shall have no claim for reduction in quantities of other items. At the time of such negotiations, the Railway shall obtain a "No Claim" certificate to this effect. The Railway also reserve the right to get the installations of the Geo-synthetics / Geotextiles etc. executed through other agencies.
 - 3.13 The borrow pits shall be kept sufficiently away from the toe of the embankment to prevent base failures. The contractor may carry out a stability analysis to decide the distance. In case such analysis is not done, this distance of borrow pits from the toe of the bank shall be minimum of 3.0 meter + height of the bank.
 - 3.14 The work of boulder pitching, turfing etc. shall be carried out under ER USSOR-2021 unless other wise specified.
 - 3.15 Turfing shall be done during monsoon period only. The contractor shall take care of the turfing including watering of the turfing, in case of failure of monsoon, till the sods/seeds take firm roots. The sods/seeds shall be of approved quality.
 - 4 **SOIL EXPLORATION/ TESTING**
 - 4.1 The contractor shall arrange for testing of the soil at his own cost without any extra payment to ascertain the suitability of the soil for formation of embankment, to obtain its heavy proctor density characteristic

and to obtain strength of the soil in the compacted/ un-compacted conditions in the embankment in order to design slopes. The testing of the soil to be done in accordance with the following RDSO guidelines.

4.2 **SOIL EXPLORATION TO BE DONE AS UNDER.**

(A) Cutting (more than 6.0 m depth).

- (1) Bore logs: (Depth = Depth of cutting + 3.0 M minimum)
 - (2) Collection of undisturbed soil samples: 100mm diameter at every 1.5m intervals or change of strata.
 - (3) Laboratory tests of soil sample.
 - (a) Soil classification as per IS standard.
 - (b) Grain size analysis (clay, slit, sand and gravel %) including hydrometer analysis.
 - (c) Natural Moisture Contents (NMC)
 - (d) Natural Dry Density (NDD).
 - (e) Liquid limit, Plastic limit.
 - (f) Effective Shear Parameters. C = (effective cohesion), ϕ = (effective angle of shear resistance).
- Tests to be done in full-saturated condition: -
- (g) Tri-axial shear apparatus (CU) test: - Consolidated un-drained tests with pore pressure measurements

Or

Direct shear test in consolidated drained condition (CD) test.

(B) Embankment (More than 6.0 m height)- Subsoil investigation.

- (1) Bore log (Depth =height of embankment)
- (2) Collection of undisturbed soil samples: 100mm diameter at every 1.5m intervals or change of strata.
- (3) Standard penetration test (N-Value) at 1.5m intervals.
- (4) Laboratory tests of soil samples.
 - (a) Soil classification as per IS standard.
 - (b) Grain size analysis (clay, slit, sand and gravel %) including hydrometer analysis.
 - (c) Natural Moisture Contents (NMC)
 - (d) Natural dry density (NDD).
 - (e) Liquid limit, Plastic limit.
 - (f) Effective shear parameters. C = (effective cohesion), ϕ = (effective angle of shear resistance). Tests to be done in full-saturated condition.

(effective angle of shear

- (g) Tri-axial shear apparatus (CU) test: - Consolidated un-drained tests with pore pressure measurements

Or

Direct shear test in consolidated drained condition (CD) test.

(C) Embankment (in swampy or in water logged areas even for height of embankment is less than 6.0m)

- (1) Soil exploration and testing as in the case of embankment of height more than 6.0m to ascertain the depth of soft strata.
- (2) Laboratory test of soil samples.
 - (a) Soil classification as per IS standard.
 - (b) Grain size analysis (clay, slit, sand and gravel %).
 - (c) Natural Moisture Contents (NMC)
 - (d) Natural Dry Density (NDD)
 - (e) Liquid limit, Plastic limit.
 - (f) Effective shear parameters. C = (effective cohesion), ϕ = (effective angle of shear resistance). Tests to be done in full-saturated condition.
 - (g) Tri-axial shear apparatus (CU) test: - Consolidated un-drained tests with pore pressure measurements

Or

- Direct shear test in consolidated drained condition (CD) test.
- (h) Consolidation test.
- (D) Fill Material: soil classifications and shear parameters are required to design the safe side slope.
- (a) Effective shear strength parameters (C&) in remolded condition at 90% of max. dry density as determined in accordance to IS : 2720-Pt.VIII (Heavy compaction). Tests are to be done in full-saturated condition.
- (b) Soil classification as per IS standard.
- (c) Grain size analysis (clay, slit, sand and gravel %) including hydrometer analysis.
- (d) Liquid limit, Plastic limit.
- (e) Compaction test to determine
- Maximum Dry Density
 - Optimum Moisture Content (OMC) as per IS: 2720-Pt.VIII (Heavy compaction.).
- (E) Slope stability: Based on soil survey and explorations locations showing signs of instability, creep, slips etc. should be analysed by stability analysis with effective shear strength parameter ensuring a minimum factor of safety of 1.4. Bank or cutting with height / depth of 6.0m or more must be checked for stability of slopes.
- 4.3 The contractor shall also make arrangements for quality control of compaction of the embankment by establishing and manning adequate Field Laboratory(ies). The in-situ moisture content of compacted soil shall be determined according to the any one of the procedures given in IS:2720 (Pt.II)-1973 . The Field dry density should be determined by any one of the methods given in IS:2720 (Pt.XXVIII)-1974 or IS:2720(Pt.XXIX) 1975 or IS:2720 (Pt.XXXIV)-1972. The tests shall be performed after removing top 5cm layer of earth (IS: 10379-1982).
- 4.4 The contractor shall establish Field Laboratory(ies) to cover all the above investigation except triaxial and other test ascertaining strength characteristics, for which he may appoint any other centralized laboratory where he will get the tests done at his own cost.
- 4.5 The contractor shall submit samples of earth which he proposes to use for formation of the embankment along with relevant tests results as prescribed above to the Engineer before commencing earthwork and shall get the same approved by Dy.CE / In charge for use. While approval of the sample for use, the consideration, of particles size distribution shall, not be only consideration. The safe slope of the embankment as can be obtained from that sample of earth when compacted according to this specifications, total quantities required and over all economy shall also be considered while considering the suitability of the earth for embankment.
- 5 **DETERMINATION OF MAXIMUM DRY DENSITY:**
- 5.1 For clayey soils : the maximum dry density shall be determined by heavy proctor compaction test in accordance with IS:2720(Pt.VIII)-1983. The dry density and moisture content relationship shall be obtained for a number of samples and shall cover moisture contents ranging from 2% less than the optimum moisture contents to plastic limit.
- 5.2 Sandy and silty soil: With moderate cohesion:
- (a) Where the soil is amenable to compaction and satisfactory results are contained when compacted by heavy proctor test as per IS:2720 (Pt.VIII) 1983. The soil shall be treated like clayey soil in the manner mentioned above
- (b) Where the soil is not amenable to test by heavy proctor test, field trial as per IS:10379 – 1982 shall be conducted to achieve moisture content, density and rolling relationship. Such moisture content should cover a range of high moisture content so that such relationship is available in quality control of compaction at higher moisture contents in accordance with Para below:
- 5.3 Gravelly soil : For gravel/friction up to 30% moisture content density relationship shall be obtained by heavy proctor test IS:2720 (Pt.VIII)-1974 on 40mm IS sieve (IS 10379 –1982)
- 5.4 Weathered soils: In certain weathered soils behavior to compaction in field differ from laboratory compaction characteristics and the maximum compaction achievable for such soil in the field shall be determined in accordance with provision of method 3 of IS : 10379-1982.
- 6 **SUITABILITY OF EARTH FOR EMBANKMENT:**
- 6.1 Soils shall be used for the embankment with approval of Dy.CE/ Con subject to the following.
- (a) Organic clay, silts and peat shall not be used.

- (b) Poorly graded sands and gravels with uniformity coefficient of less than 2 should not be used for earth work for the bank's safe guard against liquefaction under vibration of moving loads or especially during earthquake tremor.
 - (c) In gravelly soil where the percentage of gravel shall not exceed 30%.
 - (d) Rock fill shall not be permitted.
 - (e) The soil shall be of "Low" "Potential expansivity" also called degree of expansion (refer IS:2911- Part III). The differential free swell also called free soil index determine in accordance with IS:2720 part XI –1977 shall not exceed 20%.
- 6.2 Top 1m of the embankment shall be constructed with earth with liquids limit not exceeding 45 to avoid a shrinkage, cracking of soil; etc. during change of weather. In case such soil is not available at a reasonable cost, the Engineer may permit the complete bank to be constructed out of the earth as available and increase the thickness of the blanketing suitably.
- 6.3 The moisture content of the soil, which the contractor brings to site for making embankment, should be appropriate for compaction as specified in these specifications.
- 6.4 PREFERRED FIELD MATERIAL:**
- (i) Fine particles (less than 75 size) less than 50%.
 - (ii) Liquids limit under 35% and plastic index under 15.
 - (iii) Uniformity coefficient (C) greater than 7.
 - (iv) Minimum achievable Dry Density with heavy compaction as per IS: 2720 Pt.VIII should be greater than 1.85 gr/cc.
- 7 COMPACTION :**
- 7.1 Before work is commenced, the contractor is advised to conduct, field compaction trials for his own guidance so that compaction is efficiently and economically achieved. This trial should also be used to assess the thickness of the loose layer of soil that should be adopted for formation of the bank, as well as to determine the most efficient type of rollers. RDSO guidelines have given the suitable, type of roller and the same may be taken as guidance.
- 7.2 Water, if required, for adding to the earth shall be arranged free of cost by the Contractor himself.
- 7.3 The compaction of soil is essentially required for obtaining a uniform soil mass of desired density and known soil properties. The method of compaction should, therefore, be shown accordingly.
- 7.4 In cutting area the final surface shall be suitably compacted by suitable type of roller to achieve desired dry density.

7.5 SUITABILITY OF TYPE OF ROLLER:

Type of soil	Suitable type of roller
Course grained soil such as gravels, sands and gravel s mixtures with very little trace of fines	Rubber tyred roller, vibratory plate or smooth w roller.
Gravels or sands with appreciable amount of silt or clay	Rubber tyred roller, vibratory rollers, sheep rollers.
Silts and clays of low plasticity.	Rubber tyred roller, vibratory rollers, sheep roller.
Silts and clays of high plasticity.	Sheep foot rollers and vibratory rollers.

8 METHOD OF COMPACTION OF EARTHWORK

- 8.1 After site clearance all pockets and depressions left in the soil, if any, shall be made good and compacted.
- 8.2 Earthwork shall be done in layers not exceeding 300mm thick in case of vibratory roller & 300mm thick in other cases in loose state and compacted with suitable roller to obtain the specified density as per IS: 10379 – 1982. The number of passes of the 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 from location to location. The main criteria are being to obtain the maximum density achievable uniformly.
- 8.3 (i) Cohesion less soils shall be compacted to get a minimum density index (relative density) of 70% as obtained in accordance with IS: 2720(Pt. XIV) – 1983.

- (ii) All other types of soils when compacted shall attain at least 98% of the maximum dry density as determined using heavy compaction in accordance with IS: 2720 (Pt.VIII) – 1983 followed by field trials as per IS: 10379 – 1982.
- 8.4 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 pit is high, compaction in higher moisture contents can be allowed by the permission of Engineer-in-charge.
- 8.5 Each layer shall be compacted to the specific density over its entire width commencing from the two sides, before another layer is started
- 8.6 While compacting it shall be ensured that there is minimum overlap of 150mm between each run of the rollers.
- 8.7 Care should be taken during the compaction operation to slope the surface of the bank to facilitate the shedding and to minimize the absorption of rainwater, particular attention being given to the prevention of ponding.
- 8.8 The Railway shall ascertain the density of each layer of compacted soil by testing an adequate number of soil samples.
- 8.9 The quality of compaction work shall be determined by considering the Mean Density of the samples collected mostly on either side of the center line at intervals of 10M or so with a few taken at random near the two sides in each layer. The Mean Dry Density shall be equal to or exceed the minimum specified density. In no individual case the density be less than the minimum value specified by more than 2% otherwise further rolling shall be done at the appropriate location.
- 8.10 The contractor shall be allowed to lay a further layer of soil only after the compaction of a particular layer has been found satisfactory.
- 8.11 The top of the formation shall be finalized to a slope of 1 in 30 away from the centers.
- 8.12 Extra width of 50 cm shall be rolled on either side, which after finishing the bank up to final height shall be dressed to final cross section by removing the loose earth or extra width. No extra payment for this extra width shall be made
- 9 In parts to embankment which are inaccessible to the specified rolling equipment, e.g. around and in contact with culverts, abutments or in proximity to structure where rolling equipment will either not be possible to operate, or not permitted to operate, compaction shall be accomplished by hand tamping followed with plate vibrators or suitable mechanical means. In such areas, the maximum dry density to be achieved as a result of compaction shall be 90% of the maximum value achievable at that moisture content.
- 10 The contractor should arrange site laboratory with all equipment for Conducting required soil test and Compaction test at site.
Suitable site would be given to the Agency if available, free of cost. But on completion of work, the site would be restored to normal condition at his own cost.
- 11 **In case of any discrepancy / contradiction between specifications given above with RDSO guidelines (RDSO/2020/GE: IRS-0004 September- 2020), the RDSO guidelines will prevail.**

Witness

Signature of Tenderer(s)

1. _____
2. _____

Date _____

CHAPTER -V**SPECIAL CONDITIONS & SPECIFICATION FOR BLANKETING****1. GENERAL**

- 1.1 The book “Comprehensive Guidelines and Specifications for Railway formation-specification No. RDSO/2020/GE:IRS-0004, Sept-2020” issued by Geo-technical wing of RDSO known here under, as “RDSO guidelines” shall form the basis of principles for conducting all testing & supply and

- compaction of blanketing materials the embankment. A Copy of this book can be seen from the office of Chief Administrative Officer (Con)/E.Railway.
- 1.2 Standard Section for blanketing on formation for single lines, double line, conventional doubling are giving RDSO's guidelines and the Indian Railways Permanent Way manual (with all correction slip) and Indian Railways code for Engineering Department (with all correction slip) which are Govt. Of India's publications. However, a set of such standard section can be seen from the office of Chief Administrative Officer (CON)/Eastern Railway. These sections are for guidance of contractors to assess the type of work involved but actual dimensions, side slope etc. May vary to some extent depending on local conditions.
 - 1.3 The Contractor shall bring material as per Railway's specification and stack the same on the finished formation where the quality shall be checked. After approval of quality the contractor shall be allowed to spread the materials and start compaction.
 - 1.4 The top surface of the formation shall not be damaged by the contractor in the process of spreading the material of blanketing on the formation. Any damage done to the formation shall be made good (including necessary compaction) by the Contractor at his own cost.
2. **QUALITY OF BLANKETING MATERIALS:** The blanketing materials should satisfy the following properties. :-
 - 2.1 The materials should be coarse, granular and from hard rock.
 - 2.2 The materials should have small quantity of fines. If the fines are plastic, the percentage of fines i.e., particles up to 75 microns should be up to 5% . If fines are non-plastic these should be up to 12%.
 - 2.3 The materials should be properly graded and its particles size distribution curve should lie within the enveloping curves shown in RDSO's guide line.
 - 2.4 Uniformity Co-efficient D60/D10 should be above 4 and preferably above 7, Co-efficient of curvature = $(D30)^2/D60 \times D10$ should be within 1 and 3.
 3. **METHOD OF LAYING**
 - 3.1 The blanket should generally cover the entire width of the formation from shoulder to shoulder except that in case of sand or similar erasable materials, it should be confined within berms of width 60cm to 75cm. The depth of blanket should be as per approved profile.
 - 3.2 If erodible material is used as blanket it should be confined in a trench and sand drains should be provided across the cess to drain the track and the blanket (SK-C). These cross sand drains with adequate slope should be 5 to 10cm below the bottom of the blanket and spaced 2 to 4m apart.
 - 3.3 The materials should be laid in layers of not more than 30 cm each and each layer compacted to specifications before next layer is laid.
 - 4.1 **COMPACTION**

All the blanketing material should be compacted by mechanical means. The method of compaction and appropriate type of rollers are suggested in RDSO's guidelines. However, use of plate vibrator of $\frac{3}{4}$ tones capacity is recommended.
 - 4.2 **COHESION LESS SOIL:**
 - (i) The control of moisture content is not important in this case. However, best compaction is achieved when the soil is very wet (near saturation). The compaction of such soil shall be done by adding sufficient water to it so that it compacts well and efficiently, does not slip away (When too dry) and also does not flow (when too wet) under rollers, Such Moisture content shall determined by field trails.
 - (ii) In Cohesion less blanketing materials the blanket should be compacted to get minimum dry density index (relative density) of 70% as obtained in accordance with IS 2720 (Pt.XIV)/1983.
 - 4.3 The quality of compaction shall be determined by considering the mean density of number of samples taken in each layer. The mean dry density shall be equal to or exceed the minimum density specified above. In no individual case, shall be density be less than the minimum value specified by more than 2% otherwise further rolling shall be done at the appropriate location.
 - 4.4 The top of the blanket shall be finished to a slope of 1:40 away from the center of the formation. Each layer shall be compacted to the desired density over its entire width commencing from the both sides. There should be a minimum over lap of 150mm, between each run of the roller.
 5. **QUALITY CHECK IN FIELD:** The contractor shall established laboratory at site with such equipment and personal in sufficient numbers for checking quality of the blanketing materials as well as for checking the quality of the compaction of the blanket. No separate payment shall be made to the contractor for this.

6. In case of cohesive blanketing materials, if required, it may also be confined with provision of sand drain with specific instructions of the Engineer as site.
7. When dismantling of any existing structure is involved to facilities construction, the scheme for dismantling of the existing structure shall be submitted by the contractor and excess shall be done after approval of Railway.
 - a) The dismantling of structure should be done under proper supervision and as per approved scheme of dismantling.
 - b) At major dismantling sites minimum level of supervision shall be Senior Section Engineer (In-charge), who should be nominated by Dy.Chief Engineer/in writing.
 - c) The dismantling Plan should be scrutinized by the Drawing office and H.O.D. in case of Construction organization. The dismantling plan should be invariably show various stages of dismantling, equipment's to be used for dismantling area likely to be affected by debris, any adjacent buildings likely to be affected and action to be taken thereof.
 - d) Proper barricading should be done to stop access of unauthorized personnel near the dismantling area. Wherever necessary assistance of RPF should be taken to prevent people from coming close to dismantling area. Sign Boards warning people not to enter the danger zone should also be displayed by the contractor.
8. **SAFETY MEASURES:** The following measures should be adopted to ensure safety of the train as well as work force.
 - 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 vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the 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 is imposed where considered necessary suitable flagmen/detonators shall be provided where necessary for protection of trains.
 - iv) He supervisor/workmen should be counselled 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.
9. **In case of any discrepancy / contradiction between specifications given above with RDSO guidelines (RDSO/2020/GE: IRS-0004 September- 2020), the RDSO guidelines will prevail.**

Witness :

Signature of Tenderer

- 1.
- 2.

Date.....

CHAPTER -VI

SPECIAL CONDITIONS AND SPECIFICATIONS FOR BRIDGE WORKS.

1. The tenderer are required to inspect the site and carry out careful examination so as to satisfy themselves as to the nature of work involved and facilities available at site. They should also note carefully all the existing structures and those under construction through other agency (if any), and should take adequate measure for protection to all such structures, including Railway track during course of execution of work under this contract. The rates quoted by the tenderer(s) and accepted by the Railway Administration must cover all such charge.

2. Railway land as existing and as separable will be made valuable to the contractor fee of charge for building their stores godown, camp office, girder casting/fabrication yard etc. The contractor shall make their own arrangement at their cost for leveling and dressing the ground or developing the land.
3. **WATER:** Water required for the work and also for drinking purpose should be arranged by the Contractor from his own source and at his cost. If water from Rly's source is available near the site of the work the Rly may supply the same to contractor from one point only on Railway's usual charge and the contractor should arrange for extra pipe as may be required for distribution at his cost. Water used for cement concrete/RCC/PSC and all sorts of concrete work should be tested as per codal provision for its suitability for the work and test report should be obtained initially from the approved Govt. Laboratory at Contractor's cost and submitted to Dy.CEE/Con or DEN/Con-in-Charge of the work. Source of water should not be changed without prior approval of the Dy.CE/Con or DEN/Con-in-Charge. Locally available water, which is not suitable for concrete work, may be allowed to be used for curing purpose only.
4. **ELECTRICITY** : the contractor shall make his own arrangement for electricity required for running machinery and illumination at his own cost. The Railway will recommend his application to the Civil Electricity Board/Company and render necessary assistance as possible. If the contractor is unable to get the supply from the Board/Company and Railway is required to supply, then supply, if available will be provided at one point from their the contractor will lay the distribution system to various points of work. Such supply made by the Railway will be as per standard terms and conditions applicable to outsiders as stipulated by the Chief Electrical Engineer, E.Rly. The Railway undertakes no responsibility for shut down, load shading or failure of power supply and consequent held-up of work, idle labour, machinery etc. And no compensation, payment is admissible. The charges on account of electricity supplied, will be recovered from the contractors bills, but he will have to deposit in advance the installation charges etc. as will be fixed by the Electrical Department.
5. **COORDINATION BETWEEN CONTRACTORS:** The other works for bridge may be done simultaneously by the other agency of State Govt./Central Govt./Railway through separate contracts. The contractor should plan his work in such manner that the works of the other contracts are not hampered in any way, rather he should co- ordinate with the programs in consultation with the Engineer-in-Charge of the work, so that the work of this contract as a whole is completed within the target fixed. In case of any conflict between the two contractors in respect of working facilities at site, the decision of the Engineer-in-Charge of the work shall be final and binding on both the contractors.
6. **DAMAGE TO ADJACENT PROPERTIES/WORKS:** The contractor shall be held responsible for any damage of Railway/Public property including telephone line, cable etc., which may be caused by any of his action in connection with or in the execution of the work.
7. **SETTING OF THE WORK:** The contractor shall arrange without any additional charges requisite number of men with all the equipments and materials as necessary for the purpose of setting out of the work. Similar arrangement will have to be made by him at the time of measuring the work whenever required to be carried out by the Engineer-in-Charge of the work.
8. **LOCATION AND LEVEL:** The Contractor shall be responsible for correct the location, level and alignment according to the approved drawing notwithstanding that the Engineer-in-Charge or his authorised representative shall have periodically checked the same.
9. **SUSPENSION OF WORK:** Engineer-in-Charge may order the contractor to suspend any work for any reason whatsoever and no compensation for such suspension of work shall payable to the contractor, however, the additional time of completion of the work that extend maybe sanctioned by the Railway Administration on written application on the contractor.
10. **NIGHT WORK:** The contractor shall have to carry on with the work during night if considered essential to maintain the progress of the work and his quoted rates should be inclusive of any additional expenditure involved in the working at night. Such work should, however, not be done without the written permission of the Engineer-in-Charge, lighting arrangement should be made by the contractor at his cost.
11. The contractor must provide all plants and machinery with crew i.e. Drivers, cleaners and necessary consumable store like coal, fuel, oil, lubricating oils for Engine and provide adequate number of transport vehicle for bringing materials at site. They should undertake all temporary required for carrying out the work. The tenderer should a list of tools and plant in their possession for carrying out the work.

12. Shorting on all sides of foundation trench will have to be adopted where necessary and as will be directed by the Engineers to return earth, at Contractor's cost.
13. The work involved in head and/or track loading of materials and crossing tracks for which no extra payment will be made. The rate quoted should cover all such expenditure.
14. For unforeseen item of work for construction if required to be done, payment will be made by Rly's Schedule, of Rate ER USSOR-2021 with percentage above and below quoted by tenderer in schedule 'B'. If any items is not covered by the Schedule of Rate ER USSOR-2021, the rate for such work will be arrived at by analysis based on labour and materials rate provided in the Schedule of Rate ER USSOR-2021 added by percentage quoted by the tenderer in the schedule 'B'. If no such analysis is possible from Schedule of Rates, the analysis will be made from prevailing market rates with 12-½% contractor's overhead and profit.
15. The contractor shall provide all appliances, efficient and sufficient staff & labour for setting out and shall set out the works and every part thereof and shall be responsible for the accuracy of the lines. Levels and dimensions of the works in accordance with the drawings, further drawings, directives or instructions issued at any time to him and every facility shall be given to the Engineer and all persons, duly deputed or authorized by him in writing for checking the same. The Contractor shall also allow or amend any error in the dimensions, lines or levels to the satisfaction of the Engineer or his authorized representative without clamming any compensation for the same.
16. The contractor shall make his own arrangement on his own sole account for procuring all materials (except than that are to be supplied by the Railway as per clause of the instructions to Tenderers) to be used on works under this Agreement with the Railway Administration. The rates quoted by him, against the Schedule of items, should be entirely inclusive so as to cover any purchase price and/or royalties and/or compensation for surface damage paid or payable by the contractor to land owners Mining authority etc. And all other charges incurred by him whatsoever including all lead, lift etc.
17. If the contractor enters on land not belonging to or held by the Railway Administration for collection or quarrying of materials or any other purpose whatsoever he shall make his own arrangements with the owner or owners of such land, with regard to, and shall be solely/personally liable for the payment of any purchase price and/or royalties and/or compensation for surface damage, and the Rly. Administration shall in no circumstance be purport to be made party to any such arrangements and be liable for any such payment and/or compensation.
18. The contractor will not be entitled to any compensation for any delay for execution of the work arising from delay from the Railway Administration side. The delay so caused will be assessed and accepted by the Engineer and the contractor immediately for determining any extension of the time required to completed the work for which purpose only accepted period of delay will be taken into consideration. If the matter is not brought to the notice of the Engineer immediately such delay occur, no consideration for extension of time will be made later on. The contractor must accept as final and binding the decision of the Engineer-in-Charge of the work.
19. **QUALITY CONTROL:**
 - 19.1 To ensure that the contractor used for the work, is exactly as per the approved designs, it is necessary for the contractor to have a small field laboratory with complete equipment at the site of work which will enable carrying out of standard tests of the quality of water, sand and aggregate etc. The rates should also provide for equipment for casting, curing and testing of sufficient number of 6" cubes. Testing of the cubes should be got done through Alipore Test House or any other approved Government Testing Laboratory as and when necessary. Periodical Testing of water may also be got done through Alipore Test house or any other approved Government Testing Laboratory if asked for by Engineer-in-Charge.

The contractor should arrange site laboratory for determination of grading of aggregate, specific gravity, water absorption, cube testing machine and periodical testing of water and other testing facilities as reqd. Suitable site would be given to the agency if available, free of cost. But on completion of work, the site would be restored to normal condition at his own cost.

Contractor's laboratory shall remain accessible to any authorized representative of the Railway Administration. Engineer-in-Charge will depute his supervisory staff to supervise the work in the field laboratory.

- 19.2 The concrete work shall be done in accordance with Indian Railway Standard Code of practice for plain reinforce and pre-stressed concrete for general bridge construction (Concrete Bridge code) or IS-456 (latest) or relevant IRS codes as applicable.
- 19.3 All concrete items will be measured without any reduction for the volume of reinforcement as and steel structural.
- 19.4 Concrete will be as per IS Code (IS-456). All concrete should be vibrated except for concrete placed in water for the bottom plug. Strength specified for various concrete in Schedule of items is for 28 days strength.
- 19.5 The mix of all controlled concrete to be used shall be designed suitably as per IS-10262-1982 to meet requirements of strength and economy. Number of cubes may be made by trial mixes and tested to ensure the proper strength of the concrete.
- 19.6 The mixture of all controlled concrete should be done by automatic Batching plant with pan mixture/Portable batching plant or with ready mix approved concrete brought by transit mixture at site, and placement of concrete by concrete pump for all bridge works.

However, for all major works (Contract value of more than Rs. 50 Cr and involving a minimum of 8000 Cum of controlled concreting), automatic Weight Batching and Mixing Plant shall be installed at/near site. In case, if it is not possible to install Automatic Batching and Mixing Plant at work site due to any valid reason, RMC from approved source can be used in such major works with the approval of Chief Engineer.

For piling works & PSC works, concreting shall be done continuously as per volumes designed without break and accordingly standby arrangements shall be ensured by the contractor at his own cost. **Wherever concreting by means other than weigh batching plant is done even with the approval of the Deputy Chief Engineer in case of special situations, the quantities & other details shall be recorded and maintained by the contractor and payment at a reduced rate of 90% of the agreement rate shall be done for such concreting done and the decision of the Engineer-in-charge is final in this regard.**

- 20 **AGGREGATE AND SAND:** Periodical sieve analysis of the aggregate and sand will be carried to as necessary to ensure that the percentage of different sizes of aggregate and sand do not vary from the worked out during designing the concrete Mix.
- 21 **WORK TESTS AND STANDARD OF ACCEPTANCE:** Number of cubes to be taken and tested should be in accordance with the provisions made in IS code 456-2000 and the results should satisfy the minimum requirements given therein.
- 22 The work under Rly. Traffic temporarily or by blocking Rly. Traffic, should be carried out under the supervision of Engineers/Supervisors of the contractor who have adequate experience of carrying out such works.
- 23 The contractor should carry out the work in such a way that would ensure safety to Railway Traffic and Railway properties. The works whose execution is having safety implication, work should be carried out only under the direct supervision of competent Bridge Supervisors from Railway.
- 24 **BLOCK REQUIRED:** The Contractor should specify the requirement of temporary block required for the work. Temporary blocks will be arranged by the Engineer-in-Charge of the work for the minimum period as suits the Operating Department of the Railway.
- 25 The contractor shall kept sufficient stand-by equipment like mixer machinery, automatic batching plant, concrete pumps, vibrator etc. for concrete work so that concreting is not affected by break down of tools and plants.
- 26 On C.C. or R.C.C. work, no cement plaster shall be permitted. The shuttering with cement/lime plaster finish may be adopted for roof slabs, lintels etc.
- 27 Where the concrete is cast on ground i.e. in foundation, bottom slab of R.C.C. box etc. A water proof film of polythene shall be spread on the ground after ground is leveled and compacted, to prevent soaking of moisture/water of the concrete into the ground.

- 28 All the materials like aggregate, sand and bricks shall be as per specifications laid down is GCC before use, all materials shall be approved by the Engineer-at-site. Before use they shall be cleaned of all mud, muck, grit etc. And shall be washed with clean water, if directed by Engineer, before use.
- 29 **ADMIXTURE** : Admixture confirmed as per RDSO guideline (Report No. BS-25) may be used in concrete with Engineer's prior approval, if required.
- 30 For excavation in foundations, contractor shall ensure stability and safety of foundations as detailed in chapter 1(d) and (g) of part II at P41 to 45 of IRUSS-2021.
- 31 Weep holes shall be kept in wing wall and abutment of bridges by placing thick gauge 75/100mm dia PVC pipe in the concrete before casting spaced 1.0m vertically & horizontally staggered. No deduction in volume of contract will be made. No payment shall be made towards cost and labour of placement of pipes used for weep holes.
- 32 **All RCC piling work of bridges wherever required shall be carried out with hydraulic rotatory piling rig.**
- 33 **CEMENT: Only OPC cement shall be used for Bridge works, wing walls, retaining walls and RE walls. Any deviation shall require specific approval of Chief Engineer.**
- 34 **In case of any discrepancy / contradiction between specifications given above and IRUSS-2021 except that in para 19,6 above, IRUSS-2021 provisions will prevail.**

Witness :

Signature of Tenderer

1.

Date.....

2.

CHAPTER - VII**SPECIAL CONDITION & SPECIFICATION OF CONTRACT FOR BUILDING WORK****1. SCOPE OF WORK:**

- 1.1 Any other work incidental to the construction of buildings.

2. STANDARD SPECIFICATIONS AND CODE OF PRACTICE:

- 2.1 The following standard specifications, architectural and structural drawings to be supplied by Railway, Indian Railway Standard & Indian Standard Rules & codes of practices as revised from time to time available from the Manager, Government of India, Publication Branch, Patiala House, New Delhi/ Director, ISI / Manak Bhawan, Bahadur Saha Zafar Nagar, New Delhi respectively must be followed with regard to design, material and workmanship.

- (i) I.S. Code of practice for plain and reinforced concrete (I.S.456).
- (ii) I.S. Code of practice for use of structural steel (I.S.800)
- (iii) I.S. 1742 Code of practice for building drainage.
- (iv) IRS code of practice for Electric Arc welding of mild steel structures.
- (v) IS specification for fine and coarse aggregate from natural sources from concrete (IS-515).
- (vi) Standing specification contained in CPWD Specifications (Vol. 1 & 2) – 2019 with corrections slips issued upto date of opening of tender and CPWD DSR 2021.

3. PLAIN/REINFORCED CEMENT CONCRETE WORKS :

- 3.1 The ISI code of practice for the structural use of reinforced concrete in building shall from part of these additional specification and this code and the standard practice in reinforced concrete construction that has been evolved by the adoption of this code shall be followed.
- 3.2 Fine and course aggregate: Fine and coarse aggregate for all type of concrete works shall conform to CPWD Specifications (Vol. 1 & 2) – 2019.
- 3.3 In addition to the routine test / special test on material will be carried out whenever required by the Engineer. The cost of the special test will be borne by the Railways, the results are as per standard laid down, failing which the cost of these tests will be borne by the contractor. Necessary facility in the form of moulds, cones, scales, materials, labour for casting, curing, specimens and such other facilities as per prerequisite required to any standard concrete test will be provided by the contractor free of cost. Cement, however, will be supplied free by the Railway for the purpose.

4. FORM WORKS :**4.1 GENERAL :**

Shuttering shall be either of wooden planks of 35mm minimum thickness with steel sheet lining or shuttering lining or of steel plates stiffened by steel angles, it should be ensured that the shuttering should be leak proof and there should not be any leakage of cement slurry during casting of the concrete. The shuttering shall be supported on wooden battens and beams and prop of vertical bellies properly coarse branched together, so as to make the formwork rigid. In place of bellies props, brick pillar of adequate section, built in mud mortar may be used.

- 4.2 The form work shall conform to the shape, lines and dimension as showing in the plain. It shall be sufficiently rigid and strong to maintain correct shape of the members during deposition of concrete and shall be able to resist forces caused by vibration of concrete and incidental loads, associated with men working over it. The battering shall have smooth and even surface and its joints shall not permit leakage of cement grout.
- 4.3 If at any stage of working during or after placing of concrete in the structure, the formwork bulges out beyond the required shape of the structure, the concrete shall be removed and work redone with fresh concrete and adequately rigid formwork at contractors cost. Details of shuttering and centering shall be subject to the approval of the Engineer-in-charge the completed formwork shall be inspected by Engineer-in-charge, before the reinforced cement bars are placed in positions.

- 4.4 **CAMBER**: The shuttering on beams and slabs shall have camber of 4mm per meter (1 in 250) or as directed by Engineer-in-charge, so as to off set the subsequent deflection. The cantilevers, the camber at free end shall be 1/50th of the projected length or as directed by the Engineer-in-charge.
- 4.5 Provision for holes shall be made in the shuttering for inserting fan hole clamps and provision of conduits etc. for concealed wiring and providing architectural finishing grooves if any at the junction of slabs with beams or walls or columns wherever required for architectural consideration, concealed sanitary and water supply pipes and fittings etc. as are required to be built in connection with the provision of various services in the buildings for service or architectural reasons. It may also be necessary to make holes in the shuttering of RCC columns for projecting bars. The tendered rates shall include the cost providing the above mentioned services, grooves etc. and no extra payment shall be made to the contractor for making these provisions nor any deduction shall be made on account of any saving in RCC due to these. The formwork for the RCC chajjas will be so made that the drip coarse band can be casted along with the chajjas. No extra payment shall be made for this drip coarse band.

5 **REINFORCEMENT :**

- 5.1 Reinforcement may be either with M.S. Round or Tor steel as decided by the Engineer as per approved drawing. No extra payment shall be made in case tor steel is used in lieu of mild steel.
- 5.2 It shall be the responsibility of the contractor to clean the reinforcement bars with dry gunny bags, if they are coated with rust of impurities and nothing extra shall be paid for the same.
- 5.3 The rate for reinforcement cement concrete including strengthening and uncoiling of rolls of reinforcement. No extra payment for strengthening and/or uncoiling of reinforcement shall be payable by the Railway.

6. **CONCRETING:**

- 6.1 The concrete shall be mixed properly in approved type mechanical mixer as per CPWD Specifications (Vol. 1 & 2) – 2019. The proper consistency shall be determined by the Engineer-in-charge by a slump test, which shall be carried out. Cost of moulds, labour, tools and plants etc. for slumps tests of concrete shall be borne by the contractor except cement which shall be supplied free by the Railway or will be paid under relevant item.
- 6.2 The concrete shall be compacted immediately after placing by means of mechanical vibrator of suitable design for continuous operation.

7 **MEASUREMENT :**

- 7.1 All work will be paid for at the tendered rates on the basis of actual measurements at site. No account will be taken for heights and thickness over those shown in the plans, unless they are authorized by Engineer-in-charge, in writing.
- 7.2 Measurement shall be made according to CPWD Specifications (Vol. 1 & 2) – 2019.

8 **RATES :**

- 8.1 For all items of reinforcement concrete, the tendered rates shall include supplying and removal of scaffolding, supply of formwork, shuttering and centering etc. of approved design, their erection, dismantling, clearing and oiling, etc. cutting, hooking, bonding, binding, bailing and straightening of steel section, binding and placing in position of reinforcement etc. complete manufacturing of the reinforcement in required shape as per drawings, screening or washing the aggregate, mechanically mixing and placing the same in position & use of equipments including mechanical mixers, vibrator etc. all watering during the work and curing for the prescribed period after-works & finished exposed surface.

9 **FOUNDATION:**

9.1 **TIMELY NOTICE FOR INSPECTION OF FOUNDATIONS OF WORKS TO BE COVERED UP:**

The contractor shall give notice to the Engineer when and as soon as the excavation of any portion of the site for obtaining a foundation or bottom, whether above or below water, has reached the depth and width shown in the drawings. The contractor shall also give further notice to the Engineer whenever any bottom foundation is ready for inspection and whenever it is necessary to cover up any work in respect of which Engineer desires previous inspection, so that the Engineer may inspect the same before it is covered up. Bottom of foundation should be maintained by the contractor till execution of the work without any extra cost as directed by the Engineer-in-charge.

10 **BRICK WORK :**

- 10.1 All brickwork shall be done in well-burnt bricks as per CPWD Specifications (Vol. 1 & 2) – 2019 in cement mortar in proportion as may be specified in the drawings or as instructed by the Engineer-in-charge.
- 10.2 All pipes, clamps or other fittings as may be required shall be fixed in position as the work proceeds. Chases will have to be out in the brick walls before housing the fittings and the contractor's rate for brickwork shall be inclusive of the cost of cutting chases. Any change specially made after the masonry work has been completed will be at the cost of the Railway Administration.
- 10.3 No claim for any additional, labour involved in doing the masonry work around the boards, telephone boxes etc. shall be entertained.

11 **ROUGH CAST/SAND FACED CEMENT PLASTER 20mm THICK.**

- 11.1 All brick masonry shall be thoroughly wetted and joints raked out to a depth of at least 20mm well washed with clean fresh water to ensure a clean depth of 13mm free from any mortar, and must be kept watered for a week before the plaster is applied if the masonry is old, otherwise the watering should be done for 2 days.
- 11.2 Samples of rough cast/sand faced shall be got approved from Engineer-in-charge before commencement of work and work shall be done strictly according to CPWD Specifications (Vol. 1 & 2) – 2019.

12 **WATER SUPPLY AND SANITARY INSTALLATIONS :**

- 12.1 For execution of sanitary installations and water supply works, the contractor shall arrange a Licensed plumber and employ specially skilled artisans for these works. The work shall be executed as per CPWD Specifications (Vol. 1 & 2) – 2019.
- 12.2 The work of providing GI and/or HCI pipes, as required, shall proceed along with the construction of building to avoid demolition or breaking up of masonry at a later stage.
- 12.3 Samples of sanitary installations and fittings such as W.C. Paris, wash basins, sinks etc. shall be submitted to the Engineer-in-charge for approval before supplying and fixing & shall be provided strictly in accordance with the approved samples.
- 12.4 G.I. pipes and fittings shall conform to BIS specifications and samples be got approved from the Engineer-in- charge before using the materials in the work.
- 12.5 RCC pipes for sewer should conform to NP-2 class of pipe specification as per BIS. These should be tested and certified by approved testing agencies/laboratories and the contractor, if asked, for approval of materials by the Engineer should produce certificate to this effect. Nothing extra will be paid for testing and certification by testing agency laboratory.

13 **FLOORING :**

- 13.1 Flooring shall be laid using approved quality sand and coarse aggregates and as per CPWD Specifications (Vol. 1 & 2) – 2019. Floor shall be laid in panels and if dividing strips shall be provided at the discretion of Engineer-in- charge. No extra payment will be made for the same.

14 **ROOFING :**

- 14.1 The roof shall be laid either with RCC or as per approved plan.
- 14.2 Openings for fan clamps and other fittings, connection with services shall be provided in Shuttering as directed for which nothing shall be paid.

15. **TESTING OF BUILDING MATERIALS :**

- 15.1 Regular testing of building materials such as bricks, sand, aggregates, tiles, water proofing compounds, doors and windows etc. should be done.
- 15.2 Day to day quality control, sample testing facilities must be available at work sites.

- 15.3 Test cubes for concrete should be made and tested as per IS specifications.
- 15.4 Concrete mix as specified in the tender documents should be followed at work site. In case of design mix, IS specifications for designing, producing, using, testing and accepting/rejecting must be followed.
- 15.5 Cement should be used by weight only in case of design mix concrete.
- 15.6 In case of cement, steel, HTS wires, besides obtaining test certificates from the contractors, regular independent tests to check the quality as per IS specifications should be done.

Witness :

1.

2.

Signature of Tenderer

Date.....

CHAPTER -VIII**SPECIAL CONDITIONS & SPECIFICATIONS FOR FABRICATION & ERECTION OF STEEL
STRUCTURE****1. BOOKS OF REFERENCE :**

- (i) IR Specification for Fabrication of steel girder bridge & Locomotives turn tables- (fabrication specification) - SERIAL No. BI-2001 issued by RDSO.
- (ii) IS-800- 2007.
- (iii) All IS & IRS specifications mentioned in RDSO Booklet Serial No. BI-2001
- (iv) G.C.C of Eastern Railway
- (v) Where any specification are in conflict with other standard the clauses of Fabrication & specification mentioned against Sl.No. (i) above shall prevail.

2. DRAWING:

- (i) On the basis of approved GAD the detailed working/fabricating drawing as any be required shall be prepared by the contractor at his own cost and submitted for approval.
- (ii) Detail launching /scheme / arrangement for erection of steel girder / structure shall be prepared by the contractor at his own cost and submitted to the Rly's for approval.

3. GUARANTEE AGAINST DEFECT :

The tenderer will be required to give guarantee for a period of 6 (six) months after completion of the work against any defect, that may develop either from bad materials supplied by the contractor or workmanship for which he may be held responsible.

4. INCLUSIVE PRICE:

- (i) The cost of all painting, temporary erection and testing at the Tenderer's workshop, packing and delivery at the site of work as specified in the schedule, is to be included in the price quoted on the tender.
- (ii) Any fittings, accessories or apparatus which may not have been mentioned in the specification, but which are considered necessary for the execution of this work, are to be provided by the contractor without any extra payment. The work must be completed in all details.

5. MATERIALS /FABRICATION / WORKMANSHIP/ERECTION :

5.1 Fabrication workmanship and erection shall comply with RDSO fabrication specification Booklet Sl. No. BI-2001.

5.2 Materials specification – Steel should conform to IS –2062.

- 5.3 (i) Manufacturing - The whole work shall be representative of the highest class of Workmanship. The greatest accuracy shall be observed in the design, manufacture and erection of every part of the work to ensure that all parts will fit accurately together on erection and similar parts shall be strictly inter changeable.
- (ii) The contractor shall maintain steel tape of approved make for which he has obtained a certificate of accuracy from any National Test House or Govt. recognized institution competent to do so.
- (iii) Rolled materials before being laid off or worked, must be made straight. If straightening or flattening is necessary it shall be done by method that will not damage the material. Sharp kinks and bents will be rejected.
- (iv) Tolerance- the tolerance in fabrication shall be in accordance with as mentioned in – Appendix – II of RDSO's booklet B-1-2001.
- (v) Fabrication records – the records of fabrication shall be maintained in the register as per format given in Appendix-I of RDSO's Booklet B-1-2001.
- (vi) Flattening and straightening – All steel materials, plates, bars and structures shall have straight edges, flat surfaces and be free from twist. If necessary, they shall be cold straightened or flattened by pressure before being worked or assembled unless they are required to be of curvilinear form. Pressure applied for straightening or flattening shall be such as it would not injure the material and adjacent surfaces or edges shall be in close contact or at uniform distance throughout.
- (vii) Flattening or straightening under hot condition shall not be carried out unless authorized and approved by inspecting officer.

- (viii) The tenderer may fabricate the steel work at his own workshop or at the site of the work as is convenient to him. If the fabrication is done in his own workshop, the transportation of the fabricated materials may be done by Road or Rail transport at his own cost. The tenderer must inspect the approach roads right from the workshop and should ensure that it would be possible for him to transport the materials by Road.
 - (ix) If the tenderer proposes to fabricate the steel at site, or at available balance the transport of steel section may be done by the one of the methods mentioned above. Suitable site would be given to the tenderer to make temporary workshop free of cost, if available, but on completion of work, the site would be restored to normal condition.
 - (x) The responsibility of custody of the materials, in Tenderer's workshop or at site will remain with tenderer till the completion of work and then handed over to the Railway.
6. **TEMPLATES**
The templates throughout the work shall be of steel. The templates shall be used for making of cutting materials and as well as profile machining for girders of Railway loading. Templates shall be used for making of drilling holes in steel structure other than girder of Railway loadings. In case where actual materials from a bridge have been used as template for drilling similar pieces the inspecting officer will decide whether they are fit to be used as part of the finished structure.
7. **Methods of Measurements for fabrication of structural steel work & erection.**
- 7.1 Any steel work the weight of which differs by more than 2.5% from the calculated weight determined from the normal weight of the section shall be liable of rejection.
- 7.1.1 Payment shall be made on the tendered weight to be calculated in accordance with the nominal weight of the sections as specified in final working drawing or based on theoretical weights given in producer's hand books and using minimum overall dimensions, no deductions being made for skew cuts, holes or notches. Each gusset shall be on the dimensions of smallest enclosing rectangle.
An addition for welds and rivet heads should either be specified in the tender schedule or be made as follows:
- (a) 3% in case of riveted or composite (riveted or welded) work.
 - (b) 1% in case of purely welded work.
- 7.2 Should the actual weight fall short of the calculated weight by more than 2.5%, the material if accepted, will be paid for the actual weight only. Should the actual weight exceed the actual calculated weight, payment will be made for calculated weight only.
- 7.3 No separate payment shall be made for the field Rivets, Bolts, Nuts, wedges etc. and service accessories etc. required to complete erection at site with an allowance for wastage etc.
- 7.4 In the event of a dispute arising as to the weight of a portion of steel work, a weightment shall be made in the presence of the inspecting officer.
8. **RIVETS & RIVETING** : Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO - CL.23.1 to CL 23.10 and appendix IV.
9. **BOLTS, NUTS & WASHERS** : Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL.28-1 to CL 28.8
10. **WELDING**: Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL.26.1 to CL 27.3 and appendix V.
11. **ALTERATIONS IN THE WORK** : Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL. 53.1 to CL 53.2.
12. **ERECTION & EQUIPMENT**: Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL.21.1 to CL 21.9 and CL 32.1.
13. **ERECTION OF OPEN WEB GIRDER SPAN** : Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL. 23.1 to CL.23.10 and appendix III.
14. **HANDLING & STORAGE OF MATERIAL**
- (a) The material, on receipt at site, shall be carefully unloaded, examined for defects, checked, sorted and stacked securely on a level bed out of danger from flood or tide, and out of contact with water or ground moisture.

- (b) Any material found damaged or defective shall be stacked separately and the damage or defective portion be painted in distinctive colour. Such material is to be dealt with under the orders of Engineer without delay.
 - (c) Care must be taken to see that parts at site are available in proper sections.
 - (d) The tenderer shall unload the materials promptly, on delivery from the wagon/BFR's otherwise he shall be responsible for demurrage charges.
15. **BEARING & ANCHORAGE :**
- (i) Bed plates and shoes shall be set level in exact position. They shall be given full and even bearing by setting them on a layer of cement mortar (cement to be supplied by the Railway as per provision under Instruction to Tenderers) after blocking them accurately as directed by the Engineer.
 - (ii) The tenderer shall drill the holes and set the anchor bolts except where the bolts are already built into the concrete or masonry. The bolt shall be set accurately and fixed with Portland Cement grout completely filling the holes.
 - (iii) Before grouting, the holes should be cleaned very carefully as such there should not be any deposit of and or rubbish etc. No extra payment will be made for that.
16. **TESTING:** Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL.35.1 to CL 35.3 and appendix IV.
17. **CHECK TEST MADE AT CONTRACTOR:** Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO CL. 36.1 to 3 CL 36.2 and appendix IV.
18. **REMOVAL OF UNUSED MATERIALS ETC :**
- (a) The contractor shall take steps as desired by the Inspecting officer to ensure that rejected work is not resubmitted for inspection.
 - (b) On the completion of the work, the tenderer shall remove all his unused and surplus materials, paints and staging or other materials produced from his operation and shall leave the site in a clean and tidy condition.
19. **INSURANCE:**
The contractor shall be responsible for all damages injury caused by their work or workmen to person, animals of things or to the work of other Tenderers and he shall effect any insurance necessary and held the employer free from all responsibilities in this respect. This insurance must be effected jointly in the name of the contractors and the Eastern Railway and the policy lodged with the Engineer. The contractor is liable in respect of all or any expenses arising from and such injury to person or property as afore-said and also in respect of any claim made in respect of any award of compensation or damage, resultant from such claim.
20. **COMMENCEMENT OF THE ERECTION WORK AT SITE :**
The contractor shall commence the erection work when and as soon as, but not until, he receives instructions from Dy.CE/Con in-charge to do so. On such order being given, possession of site/authority shall be given to the contractor of such portion or portions of the site as the Dy.CE/Con may determine.
21. **CONTRACTOR TO STUDY DRAWING & SPECIFICATION etc AND HIS LIABILITY :**
The tenderer shall be responsible for close scrutiny of the drawing supplied by the Railway for any discrepancies, error or omission in the drawings or other particulars indicated therein and shall approach the Railway immediately for rectification of such discrepancies, errors and omission. In any dimensions/Figure upon a drawings or plan differ from those obtained by calling the drawing or plan, the dimensions as figured upon the drawings or plan shall be taken as correct.
22. **CONTRACTOR TO SUBMIT HIS TIME TABLE :**
- (i) The contractor shall have to give to the Chief Administrative Officer/Con and Dy.CE/Con a monthly progress of work done during the month by the 4th day of the following month. He will also give to the Chief Administrative Officer/Con through DEN/Con the programme of coming month by 25th of each month. The programme will be subject to alteration at the discretion of the CAO/Con, who may discuss such modifications or alteration with the contractor if he (CAO/Con) considers it necessary.

- (ii) The time for any date of compilation of the works as stipulated in Chapter-II the Instructions to Tenderers shall be deemed to be the essence of the contract and the works must be completed in all respects not later than the date specified therein.
23. **ANY DOUBTED POINTS TO BE REFERRED TO THE CAO/CON :**
Should there be any doubt or obscurity as to any thing to be done or not to be done by the contractor, or as to these instructions or as to any matter or thing, the contractor must set forth such doubt or obscurity in writing and submit the same to Chief Administrative Officer (Con) Only such reply as the said Chief Administrative Officer (con) may be in writing given shall be taken as the authoritative interpretation of the point in doubt or obscurity. Neither the Engineer nor any servant in the employ of the Railway have or has any authority to make any representative or explanations to the contractor as to the meaning of the Form of contract, General Condition and specification, schedule of quantities and rates, drawing or other documents or as to the conditions of the work or site or as to the works, or as to these instructions or as to any other matter or things.
24. **LAND :**
The Railway Administration will at his discretion arrange free of cost land to the extent shareable for contractor's office at sites, field workshop, stores, assembly and erection yard. Land required by the contractor for labour or staff colony or other purpose will have to be arranged by him at his own cost.
25. **TRANSPORTATION AND HANDLING OF MATERIAL & PLANT :**
The contractor shall be responsible to arrange at his own cost wagons (if required) for transportation of materials and stores (other than those which are being arranged by the Railway) required for the works. The Railway will however, render all possible assistance to him in getting allotment of wagons, but the Railway undertake no responsibility for delay in its supply. The contractor shall be responsible for all handling and timely loading and unloading as per Railway commercial rule for public.
26. **ISSUE OF MATERIALS BY RAILWAY:**
If at any time any material or equipment which the contractor is required to arrange himself is supplied by the Railway either at the contractor's request or in order to prevent any possible delay in the execution of the works due to contractor's inability to make adequate arrangement for the supply, such material or equipments will be made available to or taken back from the contractor in the Railway's stores, Godown. All handling there from or there to will be the contractor's responsibility Recover of the cost of such supply will be made from the contractor's bills at the present market rate prevailing at the time or issue plus 5% on account of freight and 2% on account of incidental charges. Any demurrage or other charges due on account of detention to wagon in loading or unloading will also be recovered from the contractor is not available in Railway's stock or the Railway decides not to supply the same be that for whatever reason, the quoted above or any other cost nor will this fact be accepted as an excuse for delay in the execution of the work.
27. Loading : Refer Clause 44.1 to 44.3 of IR Fabrication specification Serial BI-2001 issued by RDSO.
28. **MATALLISING WITH SPRAYED ALUMINIUM :**
 1. Surface preparation.
 2. Metal spraying
 3. Purity of Aluminum
 4. Appearance of the Coating
 5. Thickness of the Coating
 6. Shop painting

NOTE: For above items refer IR specification for fabrication Serial No. IRS-BI-2001 issued by RDSO appendix – VII.
29. **FURTHER DRAWING AND INSTRUCTIONS :**
(i) CAO/CON shall have full power to make and issue further drawings or instructions or direction from time to time as may appear necessary and proper to the contractor for efficient construction, completion and maintenance of the works. The contractor shall be bound by the same as fully as if they had been mentioned or referred to in the contract, and the contractor shall not be entitled to any extra payment in respect of any work or materials shown or directed to be done or

supplied by such further drawings or instructions required for completion of unless the Chief Administrative Officer (Con) shall have given an extra order for the same in writing.

- (ii) The Tenderer's rate should provide for cutting M.S plates for making out M.S. Flats from plates, in case M.S. Flats are not available. No extra payment for such cutting and grinding that may be necessary for converting M.S. Plates to Flats will be admissible.
- (iii) If the works are required to be done in by Rly. Yard and Rly. Tracks are to be crossed, the tenderer shall inspect the site and make himself thoroughly acquainted with site condition and quote proper rate including provision for making suitable facilities at site for the work.
- (iv) The work shall have to be done in such a manner that the normal working of the Railway within the railway yard does not get disturbed. Proper protection is to be ensured by the contractor for allowing their labourers to cross the Railway lines with head-leads. No material/temporary structures should be kept adjacent to the running track within 3M from the center line of track which may infringe rail traffic. The contractor shall take necessary precaution to prevent/ cause damage to the Railway property & staff during the execution of the work. These precautions are in addition to provision of the Standard conditions and Specifications on safety requirement detailed in Chapter II.

Witness :

1.

2.

Signature of Tenderer

Date.....

CHAPTER-IX**SPECIAL CONDITIONS AND SPECIFICATIONS FOR SUPPLY OF 50 MM SIZE STONE BALLAST FOR RAILWAY TRACK.**

Ref. Specifications for Track Ballast RDSO-GE/0001: 2023 with up-to date correction slip issued by RDSO/LKO.

1.0 GENERAL:

For supply of track ballast, the RDSO's Specifications for Track Ballast RDSO-GE/0001: 2023 with up-to date correction slip shall be applicable. However, some of the important provisions are mentioned below along with other relevant instructions/conditions. In case of any discrepancy / contradiction between specifications given below and RDSO-GE/0001: 2023, provisions of RDSO-GE/0001: 2023 will prevail.

All books, specifications and codes mentioned in this chapter shall mean latest edition thereof incorporating all up-to-date correction slips/amendments issued thereto.

SPECIFICATIONS OF TRACK BALLAST:**2.1 GENERAL:**

2.1.1 Basic Quality: Ballast should be hard durable and as far as possible angular along edges/corner, free from weathered portions of parent rock, organic Impurities and in organic residues.

2.1.2 Particle Shape: Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded/sub-rounded faces.

2.2 PHYSICAL PROPERTIES.

2.2.1 Ballast sample should satisfy the following physical properties in accordance with IS-2386 Pt-IV-1963 (Reaffirmed in 2021) when tested.

Aggregate Property	Maximum Value
Aggregate Abrasion Value	30%
Aggregate Impact Value	20%

2.2.2. The water Absorption (tested as per IS-2386-P-III following the procedure as given in the Annexure-III of RDSO specification IRS-GEI-2004) should not be more than 1%. The power of relaxing for water absorption limit should be delegated to CTE in open line/CAO (Con) on construction for specified areas. However, maximum water absorption in any case should not be allowed more than 2.5%.

SIZE & GRADATION.

2.3.1 Ballast should satisfy the following size and gradation.

- Retained on 65mm square mesh sieve: 5% Max.
- Retained on 40mm square mesh sieve: 40% to 60%.
- Retained on 20mm square mesh sieve: Not less than 98% for machine crushed ballast.

2.3.2 OVERSIZE BALLAST.

1. Retention on 65mm square sieve.

A maximum of 5% ballast retained on 65 mm sieve shall be allowed without deduction in payment.

In case ballast retained on 65 mm sieve exceeds 5% but does not exceed 10%, payment at 5% reduction in contracted rate shall be made for the full stack. Stacks having more than 10% retention of ballast on 65mm sieve shall be rejected.

2. In case ballast retained on 40 mm square mesh sieve (machine crushed case only) exceeds 60% limit prescribed in 2.3.1 above, payment at the following reduced rates shall be made for the full stack in addition to the reduction worked out at (I) above.

- 5% reduction in contracted rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including).

- 10% reduction in contracted rates if retention on 40 mm square mesh sieve is between 65% (excluding) and 70% (including).

3. In case retention on 40mm square mesh sieve exceeds 70%, the stack shall be rejected.

2.3.3 UNDER SIZE BALLAST

The ballast shall be treated as undersized and shall be rejected if -

1. Retention on 40mm square mesh sieve is less than 40%.
2. Retention on 20mm square mesh sieve is less than 98% (for Machine Crushed).

2.3.4 METHOD OF SIEVE ANALYSIS

2.3.4.1 The test sieves used for sieve analysis shall conform to the specifications given in Annexure-IV to **RDSO-GE/0001: 2023**.

2.3.4.2 While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.

2.3.4.3 The percentage passing through or retained on the sieve shall be determined by weight. The weighing equipment used shall NOT have least count more than 100 grams.

3. SHRINKAGE ALLOWANCE:

Payment shall be made for the gross measurements either in stacks or in wagons without any deduction for shrinkage/voids. However, when ballast supply is made in wagons, shrinkage upto 8% shall be permitted at destination, while verifying the booked quantities by the consignee.

4. SAMPLING AND TESTING:

A minimum of 3 samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the number of stacks to be measured is less than three.

In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

Prior to supply of the first rake of ballast the contractor will offer to the Engineer at his depot/crusher about 100 cum of ballast to be tested for size, Gradation, Abrasion Value and Impact Value which shall be carried out by Railway at Railway's own Formation Engineering Laboratory at Howrah. Further

supply shall be accepted only after this ballast satisfies the above specification for these tests. Railway reserves the right to terminate the contract as per the GCC at this stage itself, in case the ballast supplied fails to conform to any of the specifications above. In case tests cannot be carried out by Railway Formation Engineering Laboratory at Howrah due to unavoidable circumstances, the same may be carried out by any approved laboratory listed below these special conditions. Engineer in charge will ensure that if possible, a Railway representative shall also be available at the time of testing. However, the cost of testing of ballast samples by outside approved laboratory should be borne by the contractor.

Subsequently, further tests mentioned hereunder can be carried out at Railway's own Formation Engineering Laboratory at Howrah near New Complex, Howrah Station or at of the approved laboratories listed below these special conditions at contractor's cost.

		Supply in Stacks		Supply in Wagons
		For stack of volume less than 100CUM.	For stack of volume more than 100CUM.	
1	Size & Gradation Tests			
	No. of Tests	One for each stack	One for each stack	One for each wagon
	Size of one sample	**0.027Cum	**0.027 CUM for Every 100CUM or part thereof.	**0.027CUM
2	Abrasion Value	One test for every 2000CUM		
	Impact Value			
	Water absorption value@			
	Testing Frequency			

** This test sample should be drawn/collected in a wooden box of internal dimensions 0.3m x 0.3m x 0.3m from different parts of the stack/wagon as per procedure laid down in clause 5.3.1 or 5.4.1 of Specifications of Track Ballast (RDSO-GE/0001: 2023).

@ These tests shall be done for the purpose of monitoring quality during supply. In case of the test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supplies ensured as per specifications.

The above tests may be carried out more frequently if warranted at the discretion of Railway.

All tests of ballast for Abrasion Value, Impact Value and Water absorption value subsequently to award of contract shall be conducted at the Railway's cost, if done at Railways own laboratory or at contractors cost if done at other than Rly's laboratory as listed below these special conditions.

“The Tenderer is required to submit test report of ballast for Abrasion Value, Impact Value and Water absorption value as per provisions of and conforming to ‘Specifications of Track Ballast, RDSO-GE/0001: 2023’ failing which the offer shall be summarily rejected”.

5. **SCHEDULE OF SUPPLY:**

Failure to supply ballast during a term, in accordance with the joint supply schedule drawn within 7 days from the date of issue of the letter of acceptance of this tender, will make the contractor liable to following penalty:

“Penalty at the rate of half percent of the cost of the quantity of ballast jointly agreed to be supplied during the term at the accepted rates shall be levied per week or part thereof till such time the entire quantity of ballast jointly agreed to be supplied during the term is completed. Nevertheless the period of

the subsequent term would concurrently start on its scheduled date as per the aforesaid joint programme irrespective of the fact that the supply against the previous term is still incomplete. It is the responsibility of the contractor to obtain the requisite credit notes and place the indents in proper time to enable him to make the supply as per stipulated schedule.

Penalty recovered in relevant term will be refunded only when shortfall in supply is made good in subsequent term failing which the same will be forfeited.

Excess supply of ballast, as compared to the supply schedule shall be carried forward to the next term for working out short falls mentioned above.

The Railway reserves the right to diver the supply to any station according to the needs of the Railway and this shall be binding on the contractor.

A schedule for supplying the ballast to be mutually made between the Railway and the Contractor before execution of the work and penalty will be leviable in case of failure of the contractor to supply ballast as per the agreed time schedule. The details of penalty leviable should also be incorporated in the time schedule mutually agreed by both Railway and Contractor.”

6. COLLECTION OF BALLAST:

The contractor would be required to collect ballast in sufficient quantity in the plots allotted to him for the purpose. Since area of the plots may not be sufficient, ballast may have to be collected many times to complete the supply. After the contractor has brought insufficient quantity of ballast in the allotted plots, he shall offer the same in writing for preliminary inspection and placement of indents for supply of wagons. It may, however, be noted that such preliminary quality inspection and clearance for loading shall not infringe any term of the contract, whereby formal passing and measurement will be done after loading of ballast into wagons.

In case the Railway is not in position to allot any plot, the contractor shall collect ballast at a convenient place and shall offer the same in writing for preliminary quality inspection and placement of indents for supply of wagons along with locations where such ballast has been collected and the owner of the installation after sufficient quantity of ballast has been brought in.

The contractor would ensure that no hand breaking of ballast has been done, is in progress or likely to be undertaken in the area adjoining the location, where ballast is being collected. He would also submit a certificate to this effect while offering for preliminary inspection and placement of indents.

The contractor must carefully note that the contract shall be liable to be terminated without any notice and without infringing any other rights and remedy of the contractor, if it comes to the notice of the Railway at any stage that hand broken ballast has been mixed in the supply. However, this would not infringe any other rights and remedy of Railway to proceed against the contractor.

7. TRAINING OUT OF BALLAST:

Departmental hopper wagons of Civil Engineering Department of the Railway shall be treated as per with BOXN or such similar other types of wagons of the Commercial Department of the Railway for all purposes off training out of ballast.

Loading into railway wagons shall be governed by the rules of the Commercial Department of the Railway in vogue for the time being in respect of all issue including placement of Indents &RMC notes, placement of wagons, working hour, levy of demurrage and wharf age, under-loading over-loading etc save where this has been specifically modified in these tender documents and the contractor shall be bound by the same. All demurrage and wharf age accrued due to neglect/delay on the part of the contractor shall be payable by the contractor.

The Engineer-in-charge shall operate this contract and shall exercise quality and quantity checks. Indents & RMC Notes shall be handed over by him to the respective Station Superintendent/Goods Clerk indicating the consignor & consignee particulars. Acknowledgement of the contractor will be obtained in a register of RMC notes maintained for this purpose. The contractor should follow up supply of wagons/hoppers against such indents and RMC notes.

It shall be the responsibility of the contractor to ensure, before loading, that the ballast being loaded into wagons conforms to the specifications laid down thereto as herein above and any subsequent implication/loss/damage arising out of supply of nonconforming ballast would be exclusive liability of the contractor himself. However, the Engineer-in-charge shall exercise quality and quantity checks at the loading point and the contractor shall make all necessary arrangement for such inspection. Nevertheless, the quality and quantity finally accepted at the unloading point shall only be acceptable to the Railway. The contractor should carefully note this.

The contractor shall load BOBYN/hopper wagons up to the brim. In any case where any of the BOBYN/hoppers are found under loaded by more than one tonne, with respect to loading up to brim the contractor will be liable for recovery of freight at the full public tariff on the under-loaded quantity proportionate to the loading up to the brim and the same will be recovered from him. However, in case of BOBYN hopper wagons are loaded exactly up to the brim, no under-loading or over loading charges would be recovered. Similarly, if actual measurement in case of general service wagons show that loading has been done exactly up to 0.80 Metre height, no under-loading or over loading charges would be recovered. However, if loading has been done below 0.80 Metre height in case of general service, under-loading charges would be recovered for the under loaded quantity proportionate to the full carrying capacity of the wagon including the permissible overload. Loading above 0.80 m would be at the discretion AEN/C, DEN/C considering the feasibility of the loading. No payment will be made for ballast loaded in wagons over the above the carrying capacity of the wagons plus maximum permissible overload.

If part of a rake is not loaded even within reasonable time after free loading time and or if ballast supplied in any wagon does not conform to specification, the rake will be drawn out of quarry siding and freight charges at the full public tariff rate on such wagons will be recovered from the contractor subject to further conditions laid hereinafter. For good but unloaded ballast, recovery shall be made as contained in para under 7.0 and for rejected ballast additional recovery shall be made as per Para under 8.0 and 10.0.

Volume of ballast shall be calculated at the rate of 0.689 CUM per Metric Tonne (i.e. Bulk density is 1.45 Metric Tonne per Cubic Metre), wherever such conversion is required for any purpose.

The contractor shall submit a monthly report within 7 (seven) days after expiry of a month to Deputy Chief Engineer-In-Charge indicating particulars of indents placed against RMC Notes issued to him indicating date of placement of indents and supply and loading of Wagons/Rakes etc.

Ballast should be loaded in the BOBYN hopper wagons up to marking line i.e. 100 mm below the brim. Carrying capacity of BOBYN hopper wagon up to brim is 39.9 m³ and that up to the marking line, 100 mm below the brim, would be 37.32 m³. In case of general service wagon, actual measurements will be taken. However, no payment shall be made for maximum height up to 0.80Metreonly.

RAILWAY SHALL NOT ISSUE "D" FORM FOR INTERSTATE MOVEMENT OF BALLAST.

8. METHODS OF MEASUREMENTS

Final measurements for ballast shall be based on wagons measurements duly accepted by the consignee.

The ballast loaded into wagons shall be checked and passed by the Engineer-in-Charge. Measurement will be taken thereafter by him in presence of the contractor or his authorized representative and the same will be recorded in the measurement book and signed by the contract or and the Engineer-in-Charge before the departure of ballast rake. 90% payment will be made based on this measurement on the gross

quantity without any deduction for shrinkage or voids. Balance 10% payment will be made after receipt of challans duly verified and accepted from the ultimate consignee.

If any wagon is found containing ballast not conforming to the aforesaid specifications and are rejected by the Engineer-in-Charge, such wagon shall be unloaded and the ballast shall be removed by the contract or forth with. In the event of contractor's failure to unload and remove the rejected ballast within 24 hours from the time of order for removal, the Railways will cause it to be unloaded and removed to such place as may be convenient to the Railway. The Railway will recover demurrage charges, ground rent and all other expenditure for the quantity of rejected ballast including expenditure incurred by the Railways, if any, for unloading and removal of rejected ballast. The Railway will not be responsible for any loss or damage for the ballasts or ejected.

In case of the contractor or his authorized representative does not turn up to witness the measurement at the loading point, the measurement shall be taken in his absence by the Engineer-In- Charge and shall be considered as final and no claim on this account shall be entertained by Railway.

No payment will be made for ballast loaded in wagons over and above the carrying capacity of the wagons plus maximum permissible overload.

Normally measurement of ballast would be taken by volume in cubic meter. However, the Railway may switch over to measurement by weight over the weight bridge installed at the nearest station at its discretion.

9. METHOD OF BALLAST PROCUREMENT FOR CESS SUPPLY:

For ballast collection along Cess & its running out, instruction as given in Para 267 of IRPWM shall be adhered to.

Stacking area should be level, firm and with good drainage. Written permission for stacking shall be certified by AEN/C/DEN/C (test checked at times by Dy.CE/C) on the ballast passing register. Each stack shall be so formed that ratio of longer to smaller side does not exceed 2.5 except for areas where there is constraint of land width in which case the ratio up to 3.5 may be permitted. The height of stack shall not be less than 1.0 m except in hilly areas where it may be 0.5m. the height of stack shall not be more than 2.0 m. The side slopes of stack should not be flatter than 1.5:1 (Horizontal : Vertical) and the cubical content of each stack shall not be less than 30 cum in plain areas and 15 cum in hilly areas.

The plots for ballast stacks should be selected by SE/CON/JE/CON in charge and approved by AEN/C/DEN/C and should be on level ground and at such locations from where lifting and leading of the ballast into the track required minimum effort. The supply contractor should level the area at his own cost before stacking the ballast.

The quantity of ballast required in a TP length should be properly assessed in advance and advised to the contract or to avoid surplus collection in one TP length & less than required in another which may result in unnecessary lead.

The details of measured ballast stacks shall be entered in a Stack Measurement Register/Ballast passing register, which should have columns for measurements and properties check by SE/Con/JE/Con, AEN/Con/DEN/Con and Dy.CE/Con. The register shall be an authentic initial recording the form of measurement book with machine numbered pages and instruction for preservation custody etc. Manuscript ruled registers should be used by proper machine numbering the pages.

The ballast passing register should bear the following information:

- i) Reference to Agreement No.
- ii) Date of measurement,
- iii) Stack No.
- iv) Measurement as recorded indicating the different dimensions and volume;
- v) Results of the quantity check and qualitative check as per sieve analysis over size, quantity, dust, etc.

There should be no overwriting in the register, if any correction is required, the old entry should be struck off by drawing a line and a fresh entry made and initiated. No blank line should be left while recording. The recordings done at a time should be properly boxed by drawing a line at the start and close of the measurements. As entries passed in ballast passing register should be entered in Measurement Book, which shall form the basis for the contractors' bill.

No measurement should be done for parts tack(s). After measurement of a stack is done, it should not be disturbed except for training out.

The contractor or his authorized representative shall sign the ballast passing register as well as the measurement book in token of acceptance of measurements taken by AEN/Con/DEN/Con. After the stack is passed and measured, the stack number should be clearly marked on the stack either by lime or by placing a board. In addition lime should be sprinkled along all the edges of the stack to indicate that the stack has been accepted.

The bills for payments to the contractors should be prepared on the basis of the measurements recorded in the Stack Measurement Registers/Ballast Passing register. These details shall be copied in the MBs giving the dates and other details of measurements and checks and the bills prepared.

Measurement of ballast should be done following generally the provision in Para above. The collection and stacking of ballast should be complete in all respect in a TP length before measurements are taken i.e. measurement for ballast supplied in a particular TP length shall be taken only once during the currency of a contract.

In case of cess supply, cess supply sketch shall be drawn SE/Con//JE/Con in charge of the section. The diagram shall reflect all the stacks available on the section clearly indicating the following by different colour/hatching.

- i) Stacks measured on that date and yet to be paid for,
- ii) Stacks measured earlier but not yet disturbed,
- iii) Stacks measured earlier and already disturbed, and
- iv) Stacks where the supply is in progress.

These diagrams should also be signed by contractor's representative and AEN/Con duly certifying that position of stacks on the date of measurement is correctly incorporated in the diagram. Availability of cess supply diagram shall be a pre-requisite for processing of the bill for payment in the District office.

In case of supplies taken along the cess, ballast passed by the AEN/Con/DEN/Con should not be put into the track till the bill is passed by the Dy.CE/CON and a lapse of further seven days and the ballast is accounted for in the ballast ledger by the subordinate-in-charge and has been collected for 1Km continuous length, unless a special written personal dispensation is given by the Dy.CE/CON to put the ballast into the track in urgent cases. But in all cases authorization shall specify the date on which the distribution is permitted. This date shall not be earlier than 15days after the date of initial measurement.

There should be a buffer of at least one Km between the location of collection and running out of ballast. Any deviation of the stipulations shall not be allowed except by specific written approval of the Dy.CE/CON for the reasons to be recorded in writing and if he is the passing officer for payments, then deviation being, approved by Chief Engineer/CON.

10. VERIFICATION AND ACCEPTANCE:

After ballast is loaded into wagons, checked and passed, measured and loading found acceptable, the Quarry Supervisors/Depot-in-Charge shall prepare the Issue-cum-Receipt note in six copies on identically numbered foils of which the sixth copy shall be retained by the Quarry Supervisor and other five copies sent to the consignee along with the challans. The trains shall leave the ballast siding only after such notes are complete in all respect by the Quarry Supervisors.

The receiving stockholder, under whom the ballast is to be unloaded, will check, verify and accept all five (5) copies of Issue-cum-Receipt notes & challans. The concerned Asstt. Engineer will carry out test check of the ballast so received and countersign Issue-cum-Receipt notes & challans. He will send 4th copy to the Divisional Office for verification of debits, when received from the originating Division, and the 5th copy to the stockholder under him for record. The 1st, 2nd & 3rd copies shall be returned back to the consignor Asstt. Engineer who in turn will retain the 1st copy as permanent receipt copy duly pasted with the 6th copy already in his office. 2nd copy of the accepted Issue-cum-Receipt note & challan will be retained by the consignor Asstt. Engineer for enclosing the same with the final bill submitted to his District Office for final payment. 3rd copy of the accepted Issue-cum-Receipt note & challans will be sent to the consignee District Office for record and for raising debits on the consignee division.

The consignee Supervisor, under whom the ballast train is to be unloaded, will check quality and quantity of ballast in each wagon immediately on receipt of a ballast train, accept the Issue-cum-Receipt notes and challans and forward the same to the his AEN/Con/DEN/Con. However, he will inform his AEN/Con/DEN/Con, along with his findings, if any discrepancy in quality and quantity of ballast is found with respect to the Issue-cum-Receipt notes and challans. The consignee AEN/Con/DEN/Con, under whom the ballast is to be unloaded, will also exercise immediate test check in regards to the quality and quantity of ballast on at least 10% of the wagons and on the findings of consignee Supervisor and will countersign the Issue-cum-Receipt notes & challans. However, he will immediately inform the Dy.CE/Con, managing the contract, the contractor's his own Dy.CE/Con, AEN/Con/DEN/Con who loaded the materials at the Quarry and the consignee Supervisor telephonically/wire/memo followed by written intimation, if any discrepancy in quality and quantity of ballast is found with respect to the Issue-cum-Receipt notes and challans. The entire exercise should be completed within 24 hours from the time of receipt of the ballast train. AEN/Con/DEN/Con issue of such discrepancy as aforesaid shall be enough for further actions of Railways including unloading, levy of penalties on the contractor etc.

In case, there is any dispute in regards to quality of ballast between the AEN/Con, DEN/Con passing the ballast at the quarry point and the AEN/Con, DEN/Con exercising checks on such ballast at the unloading point, the Dy.CE/Con managing the contract will exercise final check, if specially referred to him in writing by the contractor before unloading of the ballast and decision of the Dy.CE/Con in regard to the quality will be final and binding without any further right and remedy.

The Contractor must carefully note that the ballast supplied and loaded into wagon shall become property of the Railway. If ballast in any wagon is rejected at the quarry sidings, the wagon shall be moved to destination. In case ballast in any wagon is rejected at the destination, the contractor shall be informed. In all such cases, such wagons shall be unloaded at destination within 24 hours from the time of arrival of the rake at the destination and or from the time of AEN/Con/DEN/Con (Consignee end) telephonic message / memo /wire and removed to such place as may be convenient to it. The Railway will not be responsible for any loss or damage on this account.

However, payment shall be made for supply of rejected ballast at the rate of 70% of the accepted rate, if and only if such ballast is still found to be usable by the Railway for some alternative site where the contractor rectifies the defective ballast within fifteen days. In all such cases, decision of Dy.CE/Con shall be final and binding. Dy. CE/Con may allow breakage of oversized ballast after unloading and accept the same at his sole discretion. However, expenditure incurred by the Railways, if any, in handling rejected ballast shall be recovered from the contractor and the Railway will not be responsible for any loss or damage in this account. The contractor must carefully read this provision and ensure loading of proper quality ballast.

Normally, a ballast train should be unloaded immediately after 24 hours from the time of receipt thereof. However, a ballast train having discrepancies will be detained for a further period of not more than 24

hours to take care of representation of the contractor. Such examination by Railways shall however be final and binding on the contractor.

After the issue of discrepancy in quality and quantity of ballast is finally resolved in the manner as above, the consignee Supervisor will accordingly accept the Issue-cum-Receipt notes and challans and forward the same to the his AEN/Con/DEN/Con. The consignee Supervisor will also accordingly countersign the Issue-cum-Receipt notes & challans. The consignee AEN/Con/DEN/Con will send the 5th copy to the accepted Issue-cum-Receipt note sand challans to the consignee Supervisor for record and 4th copy to his District Office. The 1st, 2nd & 3rd copies shall be returned back to the consignor AEN/Con/DEN/Con, who in turn will retain the 2nd copy as enclosure to the final bill to be submitted to his District Office for payment. The consignor AEN/Con/DEN/Con will forward 3rd copy of the accepted Issue-cum-Receipt note & challan to the consign or District Office. The consignor AEN/Con/DEN/Con will forward the 1st copy the Supervisor In-Charge of the loading as permanent receipt copy to be pasted with the 6th copy already available in his office.

In case of sick marked / diverted wagons / wagons not received by the consignee (even diverted destination consignee), the destination end supervisor, on receipt of rake / partrake, shall notify such discrepancies within 24hrs. The sick marked/diverted wagons' acceptance shall be as per the record of consignor AEN.

11. **PAYMENT OF ROYALTY:**

Payment of the Royalty Charges is the exclusive liability of the contractor. However, the contractor shall submit a Certificate from the concerned State Mining Department regarding full payment of the Royalty Charges for the ballast involved in the bill along with all such previous overdue certificates before payment of each 'On Account' bills or final bill. In case of non-submission of such certificates, the Railway shall release payment after deducting the Royalty Charges due to be paid to the concerned State Mining Department. The deducted amounts will be retained by the Railway as a security against any such claims that may be raised by the concerned State Mining Department against the Railway. This deducted amount shall be released after submission of the required Certificate of payment of the Royalty Charges either before payment of next 'On Account' bills or before payment of final bill. If the contractor does not submit all such required Certificates before payment of final bill, the final bill will be released after deducting the Royalty Charges without any liability of the Railway in regards to any claim of the contractor on this account.

Any increase in rate of statutory taxes of State/Central Govt. including royalty and levy of any new type of such statutory taxes shall be on Railway account. Similarly, decrease in rate of statutory taxes of State/Central Govt. including royalty shall be deducted from contractor's bill.

Tenderers will be required to attach a copy of valid document showing the rate of royalty prevalent on the date of opening of the tender which is to be considered as the base price for calculating the royalty to be paid for supply of ballast in the contract.

A certificate from the state Mining dept./State authority will have to be provided by the contractor during payment of "On A/c"/Final bill, clearly indicating the amount of royalty paid as well as any change of the rate than the base rate.

LIST OF APPROVED LABORATORIES

Sl. No.	Approved Laboratories
1	Structural Division, Civil Engineering Department, BIT, Sindri, Dhanbad, Jharkhand
2	Transportation Engineering Section, Civil Engineering Department, IIT, Roorkee, U.P.
3	Civil Engineering Department, Banaras Hindu University, Varanasi.
4	National Test House, Alipur, Kolkata.
5	Bengal Engineering College, Shibpur, Howrah.
6	Jadavpur University, Jadavpur, Kolkata.
7	Regional Engineering College, Durgapur, West Bengal.

Witness

Signature of Tenderer(s)

- 1.
- 2.

Date _____

CHAPTER – X**SPECIAL CONDITIONS & SPECIFICATIONS FOR TRACK WORKS**

1. These Special Conditions & Specifications shall be read along with the set of tender documents and not in isolation there from.
2. The work shall be carried out according to the provisions of Indian Railway Permanent Way Manual, Indian Railways Track Manual, Schedule of Dimensions, General & Subsidiary Rules, and track circulars/drawings issued up to the date of tender notice in addition to the Books of reference. In case of contradictions, the decision of the Engineer shall be final.

The contractor may see from or refer to these books in the office of Chief Administrative Officer/Con or from respective Dy. CE/Con.

3. The Contractor shall carry out track works as per conditions and specifications of this Chapter. The payments shall be made only as per P. Way Schedule of items and all expenses needed to complete the work shall be included in the rates quoted by the tenderer in the various Schedules against various items. The tenderer is advised to understand and assess the work content involved in each item and quote accordingly.
4. The contractor shall at all times ensure safety of running trains.
5. Notwithstanding the provisions of clause 62 of General Conditions of Contract which is a part of these documents, the Railway reserves the right to terminate the contract with immediate effect without any notice of any kind what so ever, in cases where the contractor or his workmen, are found responsible for any act which makes the running of trains unsafe.
6. In case an accident occurs to a train at the work site and an Enquiry Committee is set up by the Railway to investigate the cause of the accident, the Contractor shall co-operate fully with the Enquiry Committee and findings of the Committee shall be final and binding on the Contractor. If contractor is held responsible for the accident, the contract is liable to be terminated with immediate effect, notwithstanding the provisions of the General Conditions of Contract in addition to the Railway being entitled to recovery of full loss suffered by the Rly. from the Contractor.
7. The track, which is open to & carries train services, is here in under called “running track”.
8. The contractor shall not start any work on running track or close to it without the permission of the Railway’s Supervisors at site and otherwise than under their Supervision/Instruction. In case the Contractor or his representative starts any such work in the absence of the supervisor and/or without his instructions/supervision, it shall be treated as unauthorized and illegal tampering of the track and the Contractor shall be liable for action under the Indian Railways Act, Indian Penal Code and other laws as applicable.
9. The work on the running track or the use of running track for carrying Dip-lorry, Material trolley, Rail dolly etc. is to be done only under speed restriction, look out caution, and/or block protection in accordance with rules laid down in the various books referred to above ensuring at all times that the track is safe for the passage of trains, and also ensuring that the trains are not detained.
10. Speed restriction, caution orders or Traffic blocks, if and as required to carry out track works will be arranged by the Railways. Actual availability of speed restriction, caution of traffic blocks in day/night will depend on flow of traffic and there may be variations in availability of the same vis-a-vis those planned. The wastage of labour, if any, occurring on account of non-availability of speed restrictions, caution order or traffic block would not be paid for. No claims on such account shall be considered. The

Contractor should take into account the probability of labour utilization depending on the above factors on the Section where the work is to be done and quote his rates accordingly.

11. The Contractor may also have to carry out works at night, depending upon the availability of blocks on running tracks, for which adequate lighting arrangement shall have to be done by the contractor.
12. The Engineer may refuse to allow the contractor to commence or carryout a work or part of it on or close to running track, or to use the running track for any purpose if he considers that the labour, tools and other arrangements etc., of the contractor are not sufficient to complete the work in required time or to required quality. The decision of the Engineer in this regard shall be final & binding on the contractor.
13. The Railway shall arrange for protection of running track(s) by adequate flagmen, equipment, signals etc. as per rules, by their staff during the work by the Contractor. The Contractor shall also depute his own flagmen/look out men.
14. Provision of Temporary Speed Restriction Boards, and their lighting etc. shall be arranged by the Railway.
15. The Contractor shall proceed with the work in a systematic manner so as to ensure that the length of track under, and duration of speed restrictions, caution order and/or traffic blocks are a minimum, in close co-operation, consultation and obedience of the Engineer, whose decision in these matters shall be final & binding on the contractor.
16. In case, any train is detained at the approach of a work site or at a station on account of its passage being considered unsafe by Railway's Supervisor due to bad workmanship or neglect of any kind on the part of the Contractor or his workman or due to the Contractor's Organisation leaving the work unfinished due to any reasons what so ever, or due to work being delayed, the Railway shall rectify the defects for ensuring safe passage of trains by any means considered expedient at the full risk and cost of the contractor. The Railway's decision in this regard shall be final & binding on the contractor.
17. The works shall be carried out in such a manner that there is no infringement to the Railway's Schedule of Dimension at any time. All materials shall be kept secure and clear of Railway's laid down running dimensions and in such a manner that they do not move and or foul the dimensions due to vibrations etc., of running trains or any other cause what-so-ever.
18. The Contractor shall arrange for adequate Look-out men to warn his workers of approaching trains. No compensation will be paid by Railway in case of injury or death to Contractors worker(s) and the contractor shall indemnify the Railways of any responsibility in this regard. The Contractor may obtain Group Insurance in respect of his workers at his own cost.
19. At each work site, the Contractor shall employ and post sufficient but not less than one technical supervisor(s) who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor(s) so employed shall be advised to the Engineer-in-charge and his approval obtained for deploying such supervisor(s). Preference may be given to retired PWIs, P.Way Mistries or Mates of Railway. If in the opinion of the Engineer, any supervisor is not fit to be in-charge of the work, he shall be forthwith replaced. In this matter, decision of the Engineer shall be final and binding on the Contractor.
20. The Contractor's technical supervisor shall be present at the work site, at all times, when the work is being executed. Moreover, he shall always be available at call to meet any emergent situation at all times during the currency of the contract.
21. The contractor shall organise his work in a safe manner so that the labour is not injured during the work. The Contractor shall provide adequate safety apparel like helmets, gloves, shoes to all his workmen. The

- Contractor shall be fully responsible for making good any loss/damages suffered by his workmen during the course of the work.
22. The contractor shall employ adequate number of workers, tools, plants, equipment etc. to give consistent and desired progress per day, and also to complete the assigned works on running tracks during the period of speed restriction/caution order/blocks.
 23. Site order books, progress register and material issue register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Railway Supervisor and by contractor or his authorised representative. All details of various stages of work in various locations, e.g., resources deployed by contractor, progress of different stages of work, imposition and removal of speed restriction if required, measurement of track parameters, description and quantum of P.Way materials unloaded/loaded under block or without block at various locations, accountal of released materials etc. shall be recorded therein, and the contractor shall always co-operate in this recording. If the contractor has any point to bring to Rly's notice, he shall be at liberty to record the same in the site order work.
 24. The Contractor may be required to suspend work on running lines or close to the same, during adverse conditions, such as heavy rains, very hot weather, adverse traffic conditions etc. and no compensation shall be payable.
 25. Railway will supply dip-lorries, track Jacks and Jim Crows free of cost. The contractor shall be responsible for maintaining and repairing the dip-lorry/Jim Crows, Jacks during execution of the work and during the period, the equipment is under his charge and shall return them under good working condition. However, in the event of non-supply of this equipment, the contractor shall make alternative arrangement for doing the work and non-supply of these equipment shall not be a reason for not doing or delaying the work.
All other equipment, tool/plants shall be arranged, operated & maintained by the Contractor at his own cost.
 26. For executing the works the Contractor has to make sufficient arrangements of his own labour, consumables and all other equipments, tools, plants and machineries etc, as may be required for executing to work in a workman like manner as per specifications/rules and desired progress of work.
 27. All the tools, plants, equipments and other materials used by the Contractor shall be of approved type only.
 28. All P.Way materials unless otherwise mentioned in the schedule, will be supplied by the Railway.
 29. In case of loading and unloading from Railway wagons, or use of Railway Wagons in any other manner, all commercial formalities shall be observed. All demurrage / warfage charges accruing due to neglect/delay of contractor, shall be payable by the contractor.
 30. To the extent feasible, information shall be given in advance of the expected arrival of loaded/empty wagons/trucks at the site and the contractor shall make all arrangements of equipments and men to handle them. Contractor or his representative should be in regular touch with the Engineer or his representative to receive such information.
 31. All materials, other than those, the transporting, loading, unloading etc. of which is payable under various schedules of items, shall be supplied by the Rly. to the Contractor at the Store of IOW/C & PWI/C and the contractor shall transport the same to the site of work including loading/unloading, crossing of lines etc. without any separate payment.
 32. All materials should be handled with proper care to avoid any damage there to, specially PSC Sleeper and rails. Any damages caused in the process shall be made good by the Contractor.

33. Switches and crossings are delicate and require careful handling and any damage due to negligence of contractor shall be made good by the Contractor.
34. Same rate would applicable for new/old materials, no reduction being made in payable weight for old materials due to corrosion, wear etc. The payments shall be made on sectional weight basis without reduction of weight due to wear & tear, corrosions etc. or on actual weight basis as practicable.
35. A set of Tongue Rails for curved switches will be identified separately as left hand tongue rail or right hand tongue rail and should be used correctly.
36. Track should be laid to the parameters as below:

S.N.	Parameter	Details	Limiting value.
(a)	Gauge	Sleeper to sleeper Variation.	2 mm
(b)	Cross - Level	To be recorded on every 4 th sleeper	+/- 3 mm
(c)	Alignment	(i) On straight on 10 m chord (ii) On curve on 20 m chord for R equal to or more than 600 m for R less than 600 m	+/- 2 mm +/- 5 mm +/- 10 mm } over theoretical versine
(d)	Spacing of sleepers	With respect to theoretical spacing	+/- 20 mm
(e)	Joints	(i) Low Joints (ii) High joints not more than (iii) Square ness of joint on straight	Not permitted 2mm +/- 10mm
(f)	Expansion gaps	From prescribed value at the temperature of laying	+/- 2mm

37. geometry and alignment.

38. While Linking/assembling of Track, Pts. & Xings, derailing switches, diamonds, switch expansion joints, the following works shall be carried out for which no separate payments shall be made and the cost of the same shall be included in the relevant item rates in Schedule of items.
- All parts shall be cleared with wire brush to remove rust and/or all kinds of foreign materials.
 - For PRC sleepers, ERCs and MCI inserts should be thoroughly cleaned and grease should be applied on the central leg of ERC and eye of insert and then only clip should be driven. The grease should confirm to IS 408-1981 (Specification for grease graphite Gr.0) and should be arranged by the contractor at his cost.
 - Fishplates, bolts and fishing planes shall be cleaned by wire brush, oiled and greased with approved quality of grease & oil.
 - Sleeper spacing should be marked with white paint on the web of the rail before insertion or spacing the sleepers.
 - All cuttings of rail, drilling of holes, angering, driving spikes etc. as required shall be done with appropriate tools.
 - All fittings shall be fixed in a manner as prescribed in the various manuals/books/circulars mentioned in these documents.
 - All the works incidental to and/or necessary to give finished assembly shall be carried out.
 - All laying shall be done to proper geometry and alignment.

39. A plain track means two rails of specified section placed on sleepers of specified type and density with all fittings complete, duly cleaned, greased as per specification. Capable of allowing a train to run over it at unrestricted speed. A plain track may be straight or curved. It shall also include provision of appropriate curvature, super elevation etc.
40. **(i) One set of crossing consists of:**
- (a) Point and splice rails duly assembled to from Vee rail and fastened with necessary complement of wing rails with requisite number of long bolts, spherical washer, nuts etc. and check rails,
- OR
- (b) Single monolithic cast manganese crossing (CMS) with check rail.
- (ii) One set of assembled tongue rail consists of one tongue rail along with stock rail duly assembled from SRJ to heel block, with the necessary complement of special blocks, long blocks etc. Two sets of tongue rails with stretcher bars make a switch assembly. The switch assembly may be straight or curved. If curved, it may be left hand/Right hand.
- (iii) One turn out including switches, lead rails & crossing i.e. from stock rail joint to back of crossing, inclusive of all fittings, complete.
- (iv) (a) One cross over consist of two turn outs, connected by a length of straight or curved plain track.
b) Linking of a turn out shall be paid for as linking of two turn outs plus the length of plain track in between the back of crossings of the two turn outs.

41. **SPECIAL CONDITIONS AND SPECIFICATIONS FOR P.WAY LINKING**

The linking of track and other allied work shall be carried out as per the method and procedure detailed in the Indian Railway P.way manual.

All the P.Way materials shall be supplied by the Railway to the contractor free of cost.

The Contractor shall depute staff having adequate experience in P.Way work for supervision. Retired Mates, P.Way Mistries or PWI's of Railway may preferably be engaged by them to ensure proper quality of work. Only standard tools and plants shall be used by the contractor for execution of work.

Jim Crow for dekinking and dip lorry for trolleying of P.way materials shall be supplied to the contractor by the Rly. free of cost. The same shall to returned to PWI, IOW/Con/Stores in good condition after the completion of work.

All repair to the diplorry or material trolly shall be carried out by the Contractor at his cost. All other tools and plants required for the work shall be arranged by the Contractor.

Linking of track shall be done in the following sequence manner.

- i) Ballast surface shall be brought to a horizontal level before taking up the linking of track, if required. Dekinking of rails by Jim Crow to be done before fastening the rails to sleepers.
- ii) Making of sleeper opening on rails with approved quality of points arranged by the contractor.
- iii) Crossing of fish plates and oiling fish bolts with approved quality of grease and black oil respectively. The grease and black oil shall be arranged by the contractor.
- iv) Provision of proper expansion gap an per IRPWM.
- v) Sleepers shall be laid square to the rail.
- vi) All the P.Way fittings shall be properly driven as specified in IRPWM.

Initial as well as additional packing shall be done in the following manner :-

- a. Squaring of sleepers.
- b. Slowing of track to correct alignment.

- c. Gauging.
- d. Packing of sleepers
- e. Re-packing of joint sleepers.

Adequate labour shall be arranged by the contractor for works during traffic block. The work shall be done in expeditiously to complete the same during available traffic block and the track made fit for running of trains clearing all infringements. The traffic block shall be arranged by PWI-in-charge of the work. No compensation/idle charges whatsoever shall be admissible to the contractor on account of non-availability of traffic block due to operational constraints. However all efforts shall block due to operational constraints. However all efforts shall be made by the Rly., to minimize such occurrences.

The wooden sleepers to be used for level crossing shall be painted with two coats of approved quality of bituminous paint, arranged by the contractor.

All precautions shall be taken during unloading of concrete sleepers to ensure that there is no damage to the sleeper.

Before driving the pandrol clip and insert shall be greased by the contractor with approved quality of grease to be supplied by them.

In case of released materials except rails after dismantling and surplus materials got issued by him the rates are to be inclusive of the loading these materials to IOW/Con/Stores. The contractor should also stack the materials after unloading to suitable places directed by IOW/Con/Stores.

In case of released materials after dismantling, all fittings are to be separated by the contractors at his own cost.

All P.Way materials other then rails shall be received at IOW/Con/Stores on clean issue note.

Lead Chart:

Before commencing the work of leading materials, a lead chart is to be done jointly by the Engineer-in-charge and the contractor and the same will be binding on the contractor for deciding the lead of materials.

Witness

- 1.
- 2.

Signature of Tenderer(s)

Date _____

CHAPTER – XI**Special Condition of Contract on Safety aspects:****ACTIVITIES TO BE FOLLOWED BY CONTRACTOR ON SAFETY AT WORK SITES**

1. The contractor is not allowed any road vehicle belonging to him or his suppliers etc to ply in railway land next to the running line. If for execution of certain works viz. earth work for parallel railway line and supply of ballast for new or existing rail line gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer-in-Charge for permission giving the type and no. Of individual vehicles, names and license particulars of the drivers, locations, duration and timings for such work/movement. The engineer in charge or his authorized representative will personally counsel, examine and certify the road vehicle drivers, contractor's flagman and supervisor and will give written permission giving names of road vehicles drivers, contractor's flagman and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
 - 1.1 The road vehicles will ply only between sunrise and sunset
 - 1.2 The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track center shall be done only in the presence of railway employee authorized by the Engineer in Charge. No part of the road vehicle will be allowed at less than 3.5m from track center.
 - 1.3 The contractor shall remain fully responsible for ensuing safety and in case of any accident shall bear cost of all damages to his equipments & men and also damages to railway & its passengers.
 - 1.4 Contractor shall provide 150mm thick white line with lime at a distance of 3.5m from center of existing track. This white line shall be in the entire length where work is going on and/or the vehicles/machinery's are playing along the track. Nothing extra shall be paid for this.
 - 1.5 Barricading with the help of portable fencing shall be provided in the length where the days work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel columns shall be of 1.2m heights. This will be placed at a distance of 3.5 form centerline of the nearest track. This shall be paid.
 - 1.6 Railway representative not less than a junior engineer shall issue competency certificate after checking license and their working to all drivers of nominated vehicles/machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
 - 1.7 The area between running line and white line shall to be permitted to become slushy and adequate drainage must be ensured at all times.
 - 1.8 If vehicle/machinery/materials are to come within 3.5m of the existing track, work must be done under the presence o an inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.
 - 1.9 Normally, night working shall be avoided. However, in certain areas like Suburban Sections, the night working is unavoidable. The night working shall be permitted by AEN or DEN in writing. One inspector shall be specifically deputy to supervise the night working. The site/area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this.
 - 1.10 An authorized OHE staff should invariably be present, when relaying work or any major work in track is carried out, in order to ensure the following points.
 - 1.11 Traffic block of Power Block is correctly taken and "Permit to work" (PTW) is issued.
 - 1.12 The structure bonds, track bonds, cross bonds, longitudinal rail bonds etc. Are not disturbed and if disconnected for the work, they are reconnected properly when the work is completed.
 - 1.13 The return feeder connections to the rails at the feeding posts are proper and not disturbed.
 - 1.14 The setting distance of the structures is not disturbed affected during the slowing.
 - 1.15 The track level is not raised beyond the permissible limits during the work.
 - 1.16 Excavation of digging near a mast foundation is done is such a manner that the foundation is not exposed.
 - 1.17 The clearance particularly at over line structure is maintained to the required standards.
 - 1.18 Precautions for the safety of staff working under the OHE are taken correctly
 - 1.19 All staff should be warned that contact within 2 mtrs. (unless protected by the screen to live portion of 25KV traction OHE is dangerous and shall be strictly avoided.

- 1.20 No, work on overhead lines or in the Zone within two meters of any line equipment, shall be carried out unless a regular "Permit To Work" is obtained from the authorized traction staff and line is made dead and carted.
2. During the execution of works, unless otherwise specified the contractor shall at his own cost provide materials for an execute all shorting, 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.
3. 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 compensation claimed for any unauthorized closure, cutting through, alternation, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.
4. During progress of work in any street or through farm, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or through fare and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall correct and maintain at his own cost barriers lights and other safeguards as prescribed by the Engineer for the regulation of traffic, and provide watchmen necessary to prevent accidents. The work shall in such cases be executed night and day if so ordered by the Engineer and with such vigor so that the traffic way be impeded for as short a time as possible.
5. The contractor shall be responsible to take all precautions to ensure the safety of the public water on public or railway property and shall post such lookout men as may in the opinion of the Engineer be required to comply with regulations appertaining to the work
6. 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 whenever occurring on the work to the Engineer or the Engineer's Representative and shall make every arrangement to tender all possible assistance.
7. The Contractor shall be responsible for all risk to the works 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 and this although all reasonable and proper precautions may have been taken by the Contractor and 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 any expenses whether of any such payment, defense or compromise, and the incurring of any such expenses shall not be call in question by the Contractor.
8. The area of work should be demarcated by providing barricades and signboard, which will enable the workmen posted at site and also the lorry drivers to have clear guidelines of movement of vehicles.
9. All the work inside a tunnel, deep cuttings, on bridges, constricted areas etc. Should be carried out in accordance to the provisions in Chapter VIII of IRPWM and para 1009 of Bridge manual 1098 and preferably under block protection.

Witness

- 1.
- 2.

Signature of Tenderer(s) with date


CHAPTER – XII**Special Conditions for Undertaking Digging Work in vicinity of Underground Cables**

NP-1

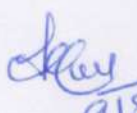
EASTERN RAILWAY**S&T JPO No, - 94****JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES.**

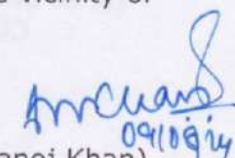
1. i) Cable route plan must be made available on Railnet site with all details so that Engineering/Electrical/S&T official can easily identify the exact location of cable. Executing department should download the cable route plan from Railnet site.
- ii) If cable route plan is not available on Railnet site, S&T department/Electrical department shall ensure that position of cable to be marked to the executing officials, prior to commencement of digging on request from executing department.
- iii) In case of available cable route plan is old and not matching as per site, S&T / Electrical department ensure the position of cable by physical marking to avoid damaging of cables for item ii) & iii) cross trench may be proposed by S&T/Electrical officials at an interval of 50 meters or as decided by the site officials before giving cable route marking. For cross pit manpower shall be arranged by executing department.
2. Department concern will apply for permission on CPMS App. Permission should be given within 3 days through CPMS App., if it is not obtained in CPMS by 7 days, issue to be forwarded to ADRM. If SSE/Sig./SSE/Tele/SSE/Elec. confirms that there is no cable at the vicinity, shall give permission immediately. Permission will be given through CPMS App. Only, in case exigency permission may be given through Control message.
3. Before allowing the agency to work at the vicinity of cable, the work executing department (like Sr. DSTE/Sr.DEN/Sr. DEE or Dy.CSTE/Dy.CEE/Dy.CE etc.) shall ensure that the permission has been granted through CPMS by the division to the requester in accordance with the local instructions/JPO with the intimation to Engineering/S&T/Electrical control.
4. After ensuring that the executing agency fully understood the S&T/Electrical cable route plan, shall permit the work with authority to ensure that the safety of the cable is not in danger. The basic responsibility for safeguarding cable at the place of execution will be of the department executing the work and the agency.
5. Still any cable cut occurs, both executing officials and S&T/Electrical official jointly engage to restore the cable cut to avoid detention of train operation. Engineering/S&T/Electrical Control should monitor jointly the restoration process of cable cut as earliest as possible with extending necessary support. SSE/Sig./SSE/Tel/SSE/Elec, of the section should be alerted to attend any cable cut restoration with man and materials when digging work in progress at the vicinity of cable.


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6. In case of works being taken up by the State Government, National Highway Authority etc., Divisions shall devise mechanism for shifting the cables or for proper protection of cables before granting permission to work. However, on the date of execution, S&T/Electrical/Engineering Control should be informed.

7. Engineering/S&T/Electrical Control of Divisions shall keep all the information regarding any works being done near the track by their respective department. Engineering/S&T/Electrical Controls shall coordinate among themselves to ensure that no work is done in the vicinity of the track without proper permission. In Control the information shall be maintained related to the nature of work executing by department, name of the executing supervisor, agency and mobile no.

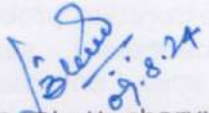
8. The concerned SSE/P.Way/SSE/Works/SSE/Sig/SE/Tele SSE/Electrical(TRD or G) or RailTel supervisors supervising the work of the agency shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.


9. For all new works, cable shifting should be a mandatory part of DPR estimate. For ongoing works, Division may sanction works for cable/utility shifting, if necessary, through contingency/supplementary/revised estimate where provision does not exist. However, in case Division decides not to shift cables (due to any reason) then protection of cable shall be ensured by the Division during execution of the work.

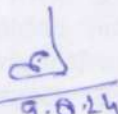
10. New OFC/Quad cable shall be laid as far as possible to Railway Boundary at the extent possible. Within the Yard cable to be laid based on feasibility, discretion of site supervisors.

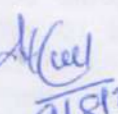
11. In case damage is caused to OFC/quad cable/Electrical cable during execution of work. The agency is liable to pay penalty for damaging the cable. Penalty shall not be levied in the following cases:-

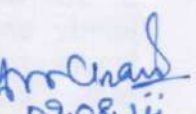
- I. The detail cable route plan not available at Railnet site or not ensure cable route by giving marking in time.
- II. The alignment of the cable does not tally with the information provided.
- III. S&T department/Electrical/RailTel shall depute their representative for marking/guarding the cables against the predetermined programme.


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Penalty to be imposed for damages to cable shall be as under:

- I. When they work without permission.
- II. Not following guidelines mention in JPO regarding procedure for - undertaking digging work, in the vicinity of Signaling, Electrical and Telecommunication cable.

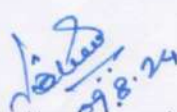
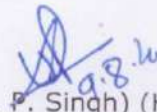
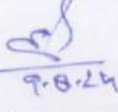
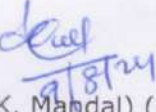
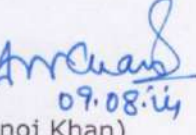
Cable damaged	Penalty per location in Rs.
Only Quad cable or Signaling cable	1.0 Lakh
Only OFC	1.25 Lakh
Both OFC & Quad	1.5 Lakh
Electrical Cable	1.0 Lakh

12. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility. Joint note should be forwarded by Sr. DSTE/Sr. DEE to the executive in-charge of the work. The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr. DSTE/Sr. DEE as the case may be.

There should be provision of appeal by agency within one month of notice for levying penalty at ADRM level, decision of ADRM shall be final and binding upon all parties.

13. Railways will not lodge FIR with RPF in cases of works being executed by authorized agency of Railways who have been duly permitted through CPMS to execute the works.

14. Divisions shall issue local instructions to all concerns based on the JPO for protection of cable while undertaking works in the vicinity of cable in line with this guideline. Divisions/ Construction/Project/Other executing unit shall also ensure that such instructions become part of their tender document within immediate effect of the issue of the local instructions. Suitable action against erring officials shall also be incorporated in these instructions if the same is not adhered to.


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“END OF THE DOCUMENT”