

JHANSI DIVISION

ENGINEERING DEPARTMENT

निविदा दस्तावेज
TENDER DOCUMENT

निविदा सं०/Tender No. : JHS/Engg/.....
कार्य समाप्ति की तिथि/Completion period :Months

कार्य का नाम /Name of work:

कार्यालय

मंडल रेल प्रबंधक, कार्य

झाँसी मंडल

इंजीनियरिंग विभाग

Divisional Railway Manager (Works).

NCR, JHANSI DIVISION.

NORTH CENTRAL RAILWAY

JHANSI DIVISION

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

1. Quantities given above are estimated quantities and some variation may occur during actual execution of the work and payment for the same will be regulated as per the relevant clauses given in instruction to tenderers.
2. Tenderer should quote single uniform rate or % age as specified.
3. Tenderer(s) is/ are required to quote his/ their rates only at the prescribed place.
4. The Tenderer must satisfy the Minimum Eligibility Criteria as mentioned.
5. Tenderer should go through Special Condition and various other provisions as contained in reference given in description of work very carefully before quoting their rates as these are to be strictly adhered.
6. Contractor shall remove the dismantled materials immediately outside the Railway area at his own cost. No extra shall be paid on this account.
7. The contractor shall get approved the sample of the material to be supplied from the In-Charge. The decision of Engineer In-Charge will be final.
8. The "Special Conditions" and the clause of 'Instruction to Tenderers' shall govern the work done under this contract in addition to the 'General Conditions of Contract and the Standard Specifications, Where there is conflict between Special Conditions/Conditions contained in the Schedule of Items etc. on the one hand and the Standard Specification, General Conditions of Contract, Regulations and Instruction to Tenderers on the other hand the former shall prevail. Any special condition(s) stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent that the same have been expressly accepted by the Railway.

Note . Tenderer should submit documents / credentials along with the tender.

DRAWINGS FOR THE WORK

The drawing(s) referred to in the tender and standard specifications are intended to show and explain the manner of executing the work(s). The work(s) shall be carried out in accordance with the directions and to the satisfaction of the Sr. Divl. Engineer/Divisional Engineer / Engineer-in-charge in accordance with the drawing and specifications which form part of the contract and in accordance with such further drawing/details and instructions supplementing, attending or explaining the same as may be given by the Sr. Divl. Engineer/Divisional Engineer / Engineer-in-charge concerned from time to time.

The Railway Administration reserves the right to change or amend the drawing as and when necessary at any stage of the work.

In case of doubt as regard to any particulars instructions or ambiguities in the plans, the decision of the Divisional Engineer shall be final and binding on the contractor(s).

No claim of any kind, whatsoever, will be entertained by the Railway in case the execution of any item of work is held want of approved design or late supply of such materials as are to be arranged by the Railway and such failure or delay & no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages on this account. However, extension of the completion date as may be considered reasonable may be granted by the Railway administration.

The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.

QUOTING OF RATES ETC

The rate(s) quoted by the tenderers should be inclusive of all taxes with GST, royalty etc. where livable. No claim for any other taxes, etc. shall be entertained by the Railway at any later stage on any ground whatsoever. If any Tax/Royalty is quoted extra, the same will neither be considered for evaluation of the tender nor will be paid and such evaluation of the offer shall be binding upon the tenderer.

The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. In case of increase in rates by the tenderer(s) during negotiation, rates originally quoted will be binding upon the tenderer(s).

The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the work unless otherwise specifically mentioned in the tender/schedule of items/rates. They shall also cover the assembling and erecting of the work and making down of all sheltering of the frame work.

The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor. All works will be paid for on the basis of actual measurements taken at site.

The rate for any item of work not appearing in the Schedule of Item/Schedule of Rates, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work and cost involved and shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. A work, for which no rate has been provided for in the schedule of rate, should **NOT** be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these work and the contractor(s) shall have no claim for loss or damage on this account.

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

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

The item numbers, description, units and rates given in the schedule of work order are based on the Standard Schedule of Rates of N. C. Rly-2010 and 2019 and other applicable on Railway's corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above or its relevant correction slip (s) which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).

Price Variation : 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) :

VALIDITY PERIOD OF OFFER

The tenderers shall keep the offer open for a minimum period as mentioned in NIT from the date of closing of tender and being extended further if required by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his Earnest Money deposit.

Tenderer (s) to keep his / their offer valid for the period of 60 days for single packet and 90 days for two packet system as specified as **Annexure-I** of this document. Offer include rate quoted and any discount / rebate etc. (**As per Clause 6 (b) Annexure-I of GCC April-2022 (SN-11-12)**)

JVS/Consortiums/MOUs shall not be considered for tenders having value *less than Rs.10 crore* & as amended from time to time.

EMD in any other form than specified shall not be accepted in any circumstances.

The successful tenderer on award of contract will have to furnish his Bank Account No. and name of Bank against which all payments in respect of the contract during the currency shall be made.

The GST Act 2017 will be applicable as per extent policy as notified by Central/State Govt. and as amended from time to time.

12. 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

- (iv) A copy of certificate stating 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 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 copy of certificate by the bidder shall result in summarily rejection of his/their bid It shall be mandatorily incumbent upon the tenderer to identity ,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.The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.
- (v) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to **two** years.
- (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to **two** years.

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

Details of works with cost carried out with the Railway and with any other Government department or its under takings in the prescribed period including works in progress (Enclose attested certificates from Engineer In-charge of the work on the following Performa

Name of work	Agreement no. & date	Agreement Cost	Date of commencement	Date of completion as per Agreement	Actual date of completion	Completion cost

Special conditions for all zonal tenders, horticulture tenders, house-keeping tenders and in those tenders in which contractor's staff are required to be deputed to work in Railway colonies, quarters and offices:

"Contractor(s) will deploy his/their those staff only for working in Railway colonies, Quarters and offices, whose credentials have been verified/checked by the contractor(s) and who have been issued laminated/plastic photo identity cards by the contractor(s) in advance, containing their name, father's name, date of birth, permanent address, signature/thumb impression of concerned staff, duly authenticated by the signature of the contractor(s) for faithful completion of the work. A copy of such photo identity cards along with the list of such staff will also be immediately submitted by the contractor(s) to the engineer-in-charge who will forward a copy of the same to the local Police Station for Police Verification. The staff of the contractor(s) whose police verification is not reported to be satisfactory will have to be immediately removed by the contractor(s) from the work place as soon as he/they are advised by the engineer-in-charge."

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 (herein after called the tenderer) for the purpose of the Tender documents for the work of as per the tender No _____ of _____ (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

(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:

13. 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 works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore.

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.
 - (ii) 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 90 days beyond the bid validity period.
- (3) ***In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:***
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bids).**
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the ***** Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

13.2 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.

14. (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 NoClaim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

2. (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.

15. 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. Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (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.

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

VARIATIONS IN EXTENT OF CONTRACT

17. 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.

17.(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.

17.(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).

17.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid there for 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.

- (vi) Vitiating during variation in contract quantities. The contract will be considered vitiated only when the following percentage variation in contract value between tenders are noticed to have been exceeded.

S.No	Value of contract	% Difference between present contractor and new L-1 as a result of variation(% shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value of contracts (Tender value less than Rs 50 Lac)	10
2	Other than small value contracts (Tender value equal to or more than Rs 50 Lac)	5

- (vii-i) When the percentage difference between present contractor and new L1 as noticed as becoming beyond the values specified above, the following action shall be taken-

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and the lay out of the work. If it is found that, there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tender for the extra quantity may be invited otherwise negotiating the rates with existing contractor for arriving at the reasonable rates for the additional quantities of work, may be adopted.

- (vii-ii) The above shall be regulated as under-

- (a) The case shall be decided by the tender accepting authority(Competent for the revised quantity) and shall not be treated as a case of single tender. The provision of the Railway board letter no 2007/CE-1/CT/18/Part-XII dated 31/12/2010 here by gets superseded.
- (b) These instructions will be similarly applicable to earning contract with H-1,H-2 substituted for L-1 and L-2 and so on.
- (c) Executive while executing the work shall make all efforts to ensure that, no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Effort should be made to invite bids on the basis of percentage above/ below/ at par.
- (d) Vitiating should always be computed with respect to the items, rates, quantities and condition as available at the time of tender opening in subsequent changes/ addition by way of new items will not be counted for computing vitiation.

Authority:- Railway Board's letter no 2017/Trans/01/Policy dated 08/02/2018.

18. Provisions of Contract Labour (Regulation and Abolition) Act, 1970 (Clause 55A of GCC):

18.(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.

18.(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.

18.(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.

18.(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.

18.(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.

18-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 (Clause No. 55-B of GCC): 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.

- (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 shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (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 shramik kalyan 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."

- (GCC clause 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 Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- (a) Contractor shall apply for one time 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 (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (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 shramik kalyan 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."

18-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" (Clause No. 55-B of GCC):

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.

19-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 there under 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 there under, by or on behalf of any persons employed by him or otherwise.

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

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.

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 of failure of the water supply.

For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure -A.**

Annexure -A

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

No.

The Sr.DFM,
NCR, Jhansi

Office of-----
.....Railway
Dated

Sub:- Opening of LC

Ref:- Supply Order/ Contract Agreement No .

.•••

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

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

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

.....

(Signature)

Name:

Designation:

(Official Seal)

Annexure-B

LCDA No_ (18 DIGIT IPAS GENERATED No.

Dated:

DOCUMENT OF AUTHORIZATION

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

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

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

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

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

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

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

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

LC BALANCE AFTER THIS PAYMENT: -----

(Signature of authorized Railway authority)

Name:

Designation:

(Official Seal)

PRECAUTION WHILE PLYING VEHICLES ADJACENT TO RUNNING TRACK

General

The contractor shall not allow any road vehicle belonging to his or his suppliers etc. to play in railway land next to the running line. If for execution of certain works viz. earthwork 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 & No of individual vehicles, names and license particulars of the drivers, location, duration & timings for such work/ movement. The engineer in charge or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flagmen & supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen 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.

The road vehicles will ply on between sunrise & sunset.

Nominated vehicles & drivers will be utilized for work in the presence of at least one flagmen & one supervisor certified for such work.

The vehicles shall ply 6 m clear of track. Any movement/ work at less than 6m and up to minimum 3.5 m 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. Cost of such railway employee shall be borne by the railway.

The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to this equipment and new and also damages to Railway & its passengers.

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

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

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

22A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

22A.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.

22A.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'.

23.0 In case of accidents, natural calamities, involving human lives, the contractor's vehicle and equipments can be drafted by railway administration. The contractor shall have no objection and shall provide assistance / help as per instruction of Engineer – in-charge.

24.0 The tenderer for carrying out any construction work in _____ (name of the state) must get themselves registered from the registering officer under Section-7 of the building and other construction workers Act, 1996 and rules made thereto by the _____ (name of the State) Govt. and submit certificate of registration issued from the registering officer of the _____ (name of the state) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

25.0 The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value. The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value should be deposited by the contractor.

26.0 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 (as per para 8 of General Condition of Contract).

- (i) The Railway employee's relative will submit evidence of proper permission obtained by the employee from the administration, as per the relevant conduct rules, at the time of submission of tender. (SDGM ALD L.No. SIV-06/2015 dt. 20.04.2015).
- (ii) The word 'Relative' needs to be replaced by 'family' with definition of family as defined in item no. 2 (c) of Railway Services (Conduct) Rules, 1966 – 'means of family'. (vide Dy. CVO/E-1/NCR/ALD letter No. 2014120078/C/V4/G/AGC dt. 17.08.2015).
- (i) Proof of intimation to Railway authority regarding proposed quoting for the work by Railway employee family member needs to be enclosed with the offer. (vide Dy. CVO/E-1/NCR/ALD letter No. 2014120078/C/V4/G/AGC dt. 17.08.2015).

Eligibility Criteria (Clause-10):

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.
- (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:
 - (iv) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (v) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (vi) 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 Contract through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

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

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.

Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula

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

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 proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as proprietary firm "P" or partner in some other partnership firm "AX", credentials of A in proprietary 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.]

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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

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

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

28. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected. (Clause 12 of GCC April 22).

29. Execution of Contract Documents (Clause 13 of GCC April 2022).

The successful tenderer (s) shall be required to execute an agreement with President of India acting through the____- Railway for carrying out the work according to Standard General Condition of Contract ,Special conditions/ Specification annexed to the tender and standard specification(works and materials) of Railways as amended/corrected upto latest correction slips ,mentioned in tender form(First sheet).

30. Documents to be submitted along with the tender (clause 14 of GCC April 2022)

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

(iii) All other documents in terms of para 10of 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): The tenderer shall submit 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 of para 10 of the tender form(second sheet)

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

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender/contracts on the date of submission of bids, either in 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 General Conditions of Contract.
- (v) All other documents in terms of para 10 above (second sheet).

(j) Registered Society & Registered Trust: The tenderer shall submit:--

- (i) A copy of the Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules and Regulation 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 etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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

(vi)The Railway will not be bound by any change of 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.

31. (Clause 15 of GCC) :The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF/LLP etc if they want to act through agent or individual partner(s), should submit along withthe 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.

32. Employment/Partnership etc. of Retired Railway Employees: (Clause 16 of GCC).

(a) Should a tenderer

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

OR

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

OR

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

AND

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

THEN

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

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

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

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

33. JOINT VENTURE (JV) IN WORKS TENDERS (Clause 17 of GCC)

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

33.1.(ii) Separate identity/name shall be given to the Joint Venture.

33.1 (iii) 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%.

33.1 (iv) 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.

33.1 (v) 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 submitted.

(vi) Bid Security shall be deposited by JV or authorized person of JV or 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.

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

33.1 (viii) Once the tender is submitted, the MoU shall not 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.

33.1 (ix) Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

33.1 (x) 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.

33.1 (xi) 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.

33.1 (xii) On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013 (in case of JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case of 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 Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

27.12(xii-i) 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.

33.1 (xii-ii) 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.

(xii-iii) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

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.

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.

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

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 partnership deed registered with 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.

In case one or more members is/are 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.

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.

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.

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

33.4.6 *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.*

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

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.

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.

32. 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.

12. Participation of Partnership Firms in works tenders:

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

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.

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.

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.

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.

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.

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.

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.

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/alterd/ 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.

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.

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
Date _____

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)

- (i) 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

MINIMUM ELIGIBILITY CRITERIA

(For the tender costing Rs. 50 Lakhs & above)

Similar work for eligibility

As mentioned in NIT

REGULATIONS FOR TENDERS AND CONTRACTS

FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS

MEANING OF TERMS

Applicability: These 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 tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award
- ii. Schedule of Items, Rates & Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Interpretation: These Regulations for Tenders and Contracts 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.

Definition: In these Regulations for Tenders and Contracts 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 Organizations, 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 schedules set forth in the tender forms and required to be executed according to the specifications.

(j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) “Schedule of Rates of the Railway” shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.

(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.

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:

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 shall be maintained in 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;

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

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.

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 deposit earnest money 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 earnest money shall be as under:

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

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 deposit detailed above.

(iii) Labour Cooperative Societies shall deposit 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 earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

(3) In case, submission of bid security in the form of Bank Guarantee, following shall be ensured

I. A scanned copy of the Bank Guarantee shall be uploaded on E-procurement portal (IREPS) while applying to the tender.

II. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e. excluding the last date of submission of bids)

III. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and /or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bids

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 pledged in an envelope which shall be sealed .The envelope shall clearly bear the identification “ Bid for the ***Project “ and shall clearly indicate the name and address of the bidder. In addition , the bid due date should be indicated on the right hand top corner of the envelope.**

VII The envelope shall be addressed to the officer and address as mentioned in the tender document.

VIII If the envelope is not sealed and marked as instructed above , the Railway assumes no responsibility for the misplacement of 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.
- (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.

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

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.

CONTRACT DOCUMENTS

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

North Central Railway

TENDER FORM (First Sheet)

Tender No. _____

Name of Work : _____

To

The President of India

Acting through the _____ 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 tender open for acceptance for a period of 45 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for **North Central Railway, Jhansi**, at the rates quoted in the attached schedule 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, Schedule of Rates with all correction slips up-to-date for the present contract.

3. Bid Security of _____ has already been deposited online 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 100% Govt. owned PSUs and hence exempted from payment of Earnest Money.

6. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Earnest Money.

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

Signature of Witnesses: _____

(1) _____
(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

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 **DRM(W)/JHS** or obtained from the office of the Chief Engineer, **North Central 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 **DRM(W)/JHS** or obtained from the office of the Chief Engineer, **North Central 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 **DRM(W)/JHS** and / or Chief Engineer, **North Central 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 **North Central Railway** as applicable to **Jhansi** Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) 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 of _____ months from the date of issue of acceptance letter. (2) _____

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 90 days) 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 **North Central Railway**. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as 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 clause (a) above deposited in case 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.

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)

(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 five years.

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

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

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

15. 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.

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 of 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.
 - (vi) 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.
 - (vii) 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.
 - (viii) A tender from JV shall be considered only where permissible as per the tender conditions.

- (ix) 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.

16. 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.

17. 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

i) 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

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

AND

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

THEN

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

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

the tenderer.

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

Note: -If information as required as per 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.

18. Price Variation Clause (PVC) (Clause 46A.6, Part II)

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).

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.

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.

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.

No price variation shall be admissible for fixed components.

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	5	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 Tunneling 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) $T = [0.4136x(C_Q - C_B) / C_B] \times 85$
- (ix) $R = [0.94x(R_T - R_O) / R_O + 0.06x(Z_T - Z_O) / Z_O] \times 85$
- (x) $N = [(P_T - P_O) / P_O] \times 85$
- (xi) $I = [(I_T - I_O) / I_O] \times 85$
- (xii) $G = [(M_Q - M_B) / M_B] \times 85$
- (xiii) $E_r = [(L_Q - L_B) / L_B] \times 85$

Where,

- L Amount of price variation in Labour M
Amount of price variation in Materials F
Amount of price variation in Fuel
- E Amount of price variation in Explosives
- PM Amount of price variation in Plant, Machinery and Spares S
Amount of price variation in Steel Supply Item
- C Amount of price variation in Cement Supply Item
- T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
- R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
- N Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
- I Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
- G Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
- E_r 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)
$$\text{VSIGWK} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$$
- (ii)
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}];$$
- (iii)
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}];$$
- (iv)
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQPi} - \text{CEQP}_o) / \text{CEQP}_o];$$
- (v)
$$\text{VINVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQPi} - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}]; \text{ and}$$
- (vi)
$$\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LBI} - \text{LBO}) / \text{LBO} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo}].$$

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 sub-paragraph (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 signalling and telecommunication works.

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

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

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

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

PQC_o = Price per Km of cable as per purchase order/ Contract agreement. QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

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

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

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

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

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:

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

2C x 1.5 sq mm signalling cable (S2C)	****%	—	—	****%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	****%	—	—	****%	—	—
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 givenbelow:

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

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

(Prices per MT for Cu, CCo, Fe, Al 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. C_c= Price of

PVC Compound in Rs. Per MT.

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

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

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

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

Underground Railway Signalling Cable unscreened and armoured copper conductor

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

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

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

(ii) Size 24C x 1.5 sq.mm

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

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

(iii) Size 19C x 1.5 sq.mm

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

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

(iv) Size 12C x 1.5 sq.mm

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

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

(v) Size 9C x 1.5 sq.mm

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

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

(vi) Size 6Cx 1.5 sq.mm

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

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

(vii) Size 4Cx1.5 sq.mm

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

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

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

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

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

(ix) Size 12C x 2.5 sq.mm

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

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

(x) Size 2C x 2.5 sq.mm

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

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

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable $P2C25_i = P2C25o + 0.146(Al-Alo) + 0.303(CC-CCo) + 0.306(Fe-Feo)$

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

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

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

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

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.

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

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

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

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.

_____ RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ 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 with

.....and hence required to deposit only 50% of Bid Security.

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

Signature of Witnesses:

(1) _____

Signature of Tenderer(s)

(2) _____

Date _____

Address of the Tenderer(s)

ANNEXURE – II

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 kilometre _____ 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 Schedule of Rates 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 _____
Address _____

Designation _____
Railway _____
(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

ANNEXURE - III

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 Schedule of Rates of _____ Railway corrected upto latest correction slips of _____ Division 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 corrected upto latest correction slips.

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 document and the Standard Specifications of _____ Railway updated 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:

Address _____

Designation _____

For President of India.

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____

2. _____

ANNEXURE - IV

_____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 Schedule hereto annexed.

Contractor _____ (Signature)

Railway: Designation _____

Address _____

(For President of India)

Date _____

Date _____

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

ANNEXURE-V(A)
Reference-Para 6.1 of ITT.

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

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

3. 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 .
4. 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:

Reference -Para 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 Rs 20 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 value of the present tender. The available bid capacity shall be calculated as under:

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 the tenderer as per the prescribed Performa 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 the tender.

Note:

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

10.1.1 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.

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

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

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.

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.

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

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**.

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.

(Bid Security)

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

Name of the Bank: -----

President of India, Acting through.....,

..... Railway,

Beneficiary Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at anytime.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

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

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

BIDDER/JV PARTNER:

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)

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 organizations 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.

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

1. 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.