



**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**START OF TENDER DOCUMENT**

*of*

# **E-TENDER DOCUMENT**

***E-TENDER NOTICE No. ECR-CAO-C-N-ETN-04-26-27***

**NAME OF WORK:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

*Office of the Chief Administrative Officer [Con] North  
Mahendrughat, Patna – 800 004.*



**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXED DOCUMENT TO THE E-TENDER DOCUMENT**

***E-TENDER NOTICE No. ECR-CAO-C-N-ETN-04-26-27***

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**PART-I**

**TOP SHEET****CHAPTER-1**

1.	E- Tender No.	ECR-CAO-C-N-ETN-04-26-27
2.	Bidding System.	Two Packet System
3.	Name of Work:	Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighrah-Forbesganj in Samastipur Division of E. C. Railway.
4.	Approximate Value of Tender	Rs. 14,25,66,417.30
5.	Bid Security	Rs. 28,51,300.00
6.	Payment of Bid Security	The Bid Security will 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 <b>Annexure-9 of chapter-5</b> and shall be valid for a period of 90 days beyond the bid validity period.
7.	Dy. Chief Engineer [Con] Unit	Dy. CE/Con/III/SPJ
8.	Chief Engineer [Con] Unit	CE/Con/North
9.	Permissibility of Participation of Joint Venture Firms	Applicable.
10.	Applicability of Price Variation Clause	Applicable.
11.	Similar Nature of work	<b>Any civil engineering work involving bridge work with pile/open/well foundation.</b>
12.	Completion period	<b>12 (Twelve) Months from date of issue of acceptance letter.</b>
13.	Mobilization advance	Not Applicable.
14.	Incentive bonus	Not Applicable
15.	Stage payment on supply of steel	Not Applicable
16.	Estimate No. and Allocation No.	04/CAO/CON/ECR of 2012-13 20-1453-03
17.	Location of work [Dist./State]	Between Lalitgram-Narpatganj section of Saraighrah-Forbesganj in Samastipur Division of E. C. Railway.
18.	Special Instructions, if any	---
19.	Date and Time of closing	<b>07.07.2026</b> up to 14.30 hrs.
20.	Bid Capacity	<b>Applicable.</b> Non submission of BID Capacity statement as explained at para 2.3 of Chapter 3 & in Annex-G, their/his offers shall be considered as incomplete & will be rejected summarily. Bid Capacity of all members as detailed in Para 2.3 of Ch-3 in form of Annex- G to be submitted in case of JV.
21.	Postal Address for correspondence	Office of the Chief Administrative Officer (Con)/North, East Central Railway, Mahendrughat, Patna-800004. Contact No. 9771425266

## CHAPTER-2

### EAST CENRAL RAILWAY CONSTRUCTION ORGANISATION

#### INSTRUCTIONS TO TENDERER [S]

1. All mandatory fields marked with [\*] have to be filled in by the bidders.
2. The E-Tender document shall consist of: -
  - a) Annexed Document to the Tender Document which includes
    - [i] Top Sheet [Chapter-1],
    - [ii] Instructions to Tenderer [s] [Chapter-2],
    - [iii] Eligibility Criteria [Chapter-3],
    - [iv] General Conditions of Contract [Chapter-4],
    - [v] Special Conditions of Contract [Chapter-5],
    - [vi] Addl. Special Conditions of Contract i.e. Technical Conditions [Chapter-6],
    - [vii] Guidelines for participation of JV Firms, MOU for JV Participation and JV Agreement, annexure- JV-1 and annexure-JV-2 [Chapter-7]
    - [viii] Annexure A to M [Chapter-8] and
    - [ix] Schedule of Items [Chapter-9]
  - b) Indian Railways Standard General Conditions of Contract, 2022 with correction slips up to the date of inviting tender or as otherwise specified in the tender documents.
  - c) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
  - d) "Unified Standard Schedule of Rates of the Railway (ECR-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;
  - e) "Delhi Schedule of Rates (CPWD-DSR-23)" 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.
  - f) Techno- Commercial Offer Form.
  - g) Financial Offer Form.
  - h) 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 April/22 with correction slips up to the date of inviting tender or as otherwise specified in the tender documents for the completion of works to the entire satisfaction of the Engineer as available on the page of East Central Railway [Construction] on the web site [www.ireps.gov.in](http://www.ireps.gov.in).
  - i) Applicability: These instruction and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR-2017.

**Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance (LOA).
- ii. Bill(s) of Quantities.
- iii. Special Conditions of Contract.
- iv. Technical Specifications as given in tender documents.
- v. Drawings.
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. CPWD Specifications 2021 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-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 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.

3. General Conditions of Contract, Special Conditions of Contract, Additional Special Conditions of Contract i.e. Technical Conditions etc. as available on the page of East Central Railway [Construction] on the web site [www.ireps.gov.in](http://www.ireps.gov.in).
  4. Your digital signature on the e-tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 3.0 above as well as schedule of tender consisting of techno-commercial offer form [including special conditions attached to E-Tender] and Financial offer form, unless specific deviation is quoted in the techno-commercial offer form.
  5. In respect of e-tendering, payment of Bid Security will be accepted through net banking or payment gateway only.
- Note:** - Fixed Deposit Receipt [FDR] will not be accepted as Bid Security for tenders invited on IREPS [e-tender portal].
- 5.1. The e-bid submitted without requisite Bid Security Deposit in appropriate form will be summarily rejected.
  6. Time of availability of tender document on website: [www.ireps.gov.in](http://www.ireps.gov.in) is divided into two parts viz, Advertisement period and offer submission period as detailed below:-
    - a) Advertisement Period:-Time during which all information pertaining to tender shall be available but offers cannot be submitted.
    - b) Offer submission period: - Fifteen days prior to opening of tender, during which tenderer can submit their offer.

The prospective tenderers are advised to revisit the website [www.ireps.gov.in](http://www.ireps.gov.in) within advertisement period to look for any changes/corrigenda issued for the tender. In the offer submission period, no any changes will be issued for the tender.
  7. No Manual Offers sent by Post/FAX or in person shall be accepted against such e-tenders, even if these are submitted on the firm's letter head and received in time. The manual offer uploaded as attached document shall not be considered also. All such manual offers shall be considered as in-valid offers and shall be rejected summarily without any consideration.
  8. E-tender is not transferable and the same is to be submitted with digital signature by the pre-authorized personnel of the tenderer, already registered with the site.
  9. If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.
  10. The on-line bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/ delayed tenders.
  11. In case of Two Packet of bidding, after scrutinising the Techno-Commercial offer and short listing the tenderer, the Financial Bid shall be opened on a subsequent date only for those tenderer who will be qualifying Techno-Commercial Offers as per eligibility/qualifying criteria laid down. The date of opening of Financial Bid will be advised online. The Railway's decision in this regard will be final.
  12. **Documents to be submitted along with tender: GCC July/2022 updated with correction slips issued up to date of inviting of tender (Para. 14)**
    - (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm/company /Joint Venture (JV)/Registered Society/Registered Trust/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
    - (ii) Following documents shall be submitted by the tenderer:
      - (a) Sole Proprietorship Firm:**
        - (i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was /is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
        - (ii) All other documents in terms of explanatory notes in clause 10 of GCC, 2022.
      - (b) HUF:**
        - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
        - (ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was/is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
        - (iii) All other documents in terms of explanatory notes in clause 10 of GCC, 2022.
      - (c) Partnership Firm:**
        - (i) The tenderer shall submit all documents as mentioned in clause 2 of Chapter-7 of the Tender document.
      - (d) Joint Venture (JV):** The tenderer shall submit all documents as mentioned in clause 1 of Chapter-7 of the Tender document.

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

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

- (i) A copy of Certificate of Incorporation
- (ii) 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.
- (iii) An undertaking that the Company 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 the Company 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.
- (iv) All other documents in terms of explanatory notes in clause 10 of GCC,2022.

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

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

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

- (i) A copy of the Certificate of Registration
- (ii) A copy Memorandum of Association of Society/Trust Deed.
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society.
- (v) All other documents in terms of explanatory notes in clause 2.1 of chapter-3.

- (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 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.

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

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

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

**14. Employment/Partnership etc. of Retired Railway Employees:****(a) Should a tenderer**

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

OR

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

OR

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

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of 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 14. 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.

**15. The tenderer[s] must fulfil/satisfy the following mandatory requirements:**

- a) Payment of Bid Security in respect of e-tendering will be accepted through net banking or payment gateway only.
- b) Note:- Fixed deposit receipt (FDR) will not be accepted as Bid Security for tenders invited on IREPS (e-tender portal).
- c) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
- d) Scanned copies of documents in support of formation/registration of the company/firm/legal authorization of the person to deal with the tender/notarized/registered wherever required as per tender conditions are to be uploaded.
- e) Scanned Certified copies of Partnership Deed, Power of Attorney duly stamped and authenticated Notary Public documents related to JV/MOU/Consortium duly Notarized should be uploaded along with offer.
- f) The prospective tenderer/bidders must have a “Class III Digital Signature” with Company name from any certifying agency (CA) authorized by controller of certifying Authorities (CCA). **They also have to submit online request for registration sufficiently in advance to get themselves registered on IREPS (works) in order to participate in e-tendering in works contracts.**
- g) Tenderer are advised to be conversant with the USSOR specification and USSOR rate of E.C. Railway 2021& CPWD-DSR-2023 issued by GM/Engg. E.C. Railway, Hajipur as these are applicable in most of the works/items.
- h) **For tender having “pure ballast supply tenders”, the tenderer is required to submit test report of ballast as per provision of “Specification of Track Ballast IRS-GE-I, June-2004”**

**failing which the offer shall be summarily rejected. (Authority: - RB letter no. 2007/CE-II/MB/1 dt. 30.12.2019.**

- i) **For tender having “pure ballast supply tenders”, tenderer has to submit Lease from Mining Department for supply of ballast Quarry/Source (From where tender is being invited) or MOU/Agreement with lease holder for supply of ballast from Quarry/Source (From where tender is being invited) is required to be submitted, failing which tender will be summarily rejected.**

- 16 In tenders of special nature like in-situ flash butt welding, fabrication and launching of steel girder, box pushing, epoxy grouting in distressing bridges, sinking of tube well etc. Contractors are quoting special conditions. Contractors may be quoting their own condition and, in such cases, the contractor's offer should not be summarily rejected because of quoting conditions/clarification by the tenderer along with the tender. However, this should be properly evaluated and considered with the extent possible provisions of Railway and such conditions should not be considered as **“Conditional tender”**.

**17 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) Tenderer will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a) (v) *Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:*

*Wrong/incorrect invoices issued by Contractor;*

*No-filing of GST returns;*

*Non-payment of GST collected from Indian Railways to the authorities;*

*Any other non-compliance done by Contractor;*

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

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

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

- 18 On IREPS module, a facility for online submission of Annexure-I of tender document (Annexure-V of GCC) is available. The entire bidder has to submit it online on IREPS Module. However, in case of other than Company/Proprietary firm, Annexure-2 of chapter-5 (Annexure-V/A) shall be submitted by the each member of a Partnership Firm/ Joint Venture (JV)/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of the above certificate(s), or submission of certificate either non properly filled in, or in a format other than the prescribed format shall be 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.**

- 19** 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. (Para-7 of Part-I of GCC)
- 20** The tenderer, 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 from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.
- 21 Consideration of tenders:-**
- 21.1 Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
- 21.1A. 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 where in tender documents provide for the same.
- 21.1B. Pre Bid Conference:** In tenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
- 21.1C. 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.
- 21.1.D. Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing 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.
- 21.1E. 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.
- 22 Special Conditions:**
- The copies of the various letters/documentary proof/statement etc. must be uploaded with e-Tender and shall be properly indexed by indicating the Annexure Nos. like Annexure-I, Annexure-2 etc. on the right-hand side top corner of the same and this Annexure No. shall also be indicated in relevant column of the Annexure-A to Annexure-M supplied to the tenderer with the Technical and Commercial Offers.
  - The bidders are expected to obtain, on their own responsibility and expenses, all information which will be necessary for submitting the bid. Intending bidders may obtain clarification, if any, with regard to the tenders from the office of the concerned **Chief Engineer [Construction], East Central Railway, Mahendrughat, Patna** [as mentioned in the Top Sheet] on any working day during the working hours. For any further information in regard to site conditions, facilities available at the work spot etc., the bidder may contact the office of concerned **Deputy Chief Engineer [Con], East Central Railway** [as mentioned in the Top Sheet], on any working day during the working hours.
  - In addition to the information given in the prescribed form of the Technical and Commercial Offer, the tenderer may also submit any additional relevant information connected with this tender if considered necessary, uploading copies of the documents relied upon.
  - Submission of Tender does not bind the Railway Authority for any claim of any nature whatsoever.
  - Updation of Labour data on Railways Shramik kalyan portal by contractor: -  
**(Railway Board letter no. 2018/CE-I/CT/4 dated 17.10.2018.)**
- In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/Pus etc. shall introduce a special condition in their tender document of the tenders to be called henceforth. The special condition is as under:

- A. Contractor is to abide by the provisions of payment of various labour laws in terms of clause 54 and 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](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his firm/company etc. and uploaded 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:
- Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of letter of acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
  - Contractor once approved by any engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
  - The contractor once registered on the portal, shall provide details of his letter acceptance (LoA)/Contract agreements on shramik kalyan portal within 15 days .....any LoA for approval of concerned engineer. Engineer shall date (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - After approval of LoA by engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal basis.
  - It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. 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" (GCC'2022 item No. 55-D)
- 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.*
- C. While processing payment of any On Account bill or Final bill or release of Advance 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 Shramik kalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) till....Month....year.
- 23 Tenderers are advised to be conversant with the USSOR specification and USSOR rate of E.C. Railway 2021 issued by GM/Engg. E.C. Railway, Hajipur & CPWD DSR-2023 as these are applicable in most of the works/items.
- 24 **Scanned copies of Partnership Deed, Power of Attorney duly stamped and authenticated Notary Public, documents related to Joint Venture/MOU/Consortium duly notarized should be uploaded along with their offer.**
- 25 **False/incomplete statement:**
- 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 right of the railway thereunder.
  - In case of any wrong information by tenderer, the contract shall be terminated, Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railway for 2 (Two) years.
26. **The balance sheet and all other financial documents attested/certified by the Chartered Accountant (CA) to substantiate fulfillment of Financial Eligibility Criteria should be with UDIN, failing which the offer shall be considered as incomplete and will be summarily rejected without any further reference (Authority:- CE/Work/HJP's letter No. ECR-HQOENGG(CONT) 0009/2025 date 18.11.2025).**

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## CHAPTER-3

**EAST CENTRAL RAILWAY  
CONSTRUCTION ORGANISATION  
ELIGIBILITY CRITERIA**

**E-tender notice no. ECR-CAO-C-N-ETN-04-26-27**

**E-TENDER ARE INVITED ON BEHALF OF THE PRESIDENT OF INDIA FOR THE UNDER MENTIONED WORKS.**

SN	Name of work	Approx cost [Rs]	Bid Security [Rs.].	Time of completion	Date and Time of closing
01	Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.	14,25,66,417.30	28,51,300.00	12 (Twelve) Months	07.07.2026 up to 14.30 hrs

**NOTE:** -The Bid Security will 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- 9 of chapter-5** and shall be valid for a period of 90 days beyond the bid validity period.

- 1.0 Contractors who have adequate experience and resources to adhere to the specifications and completion schedule should participate in this tender.
- 2.0. **Eligibility criteria for participation in the Tender:** - Tenderer[s] must fulfil/satisfy the following eligibility criteria for participating in this tender and for consideration of their offers.

**2.1 Technical Eligibility Criteria:**

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

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

or

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

or

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

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

Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender,

or

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

or

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

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

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

- (b) (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. 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 (a) (ii) of Part-II of the Standard General Conditions of Contract or through subcontractor fulfilling the

requirements as per clause 7 of Part-II of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

NOTE-

- (a) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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 issued 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.

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

V= Advertised value of the tender in crores of Rupees

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

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

The tenderer shall submit requisite information as per Annexure-M of chapter-8 of Tender Document, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**Note:-** *The balance sheet and all other financial documents attested/certified by the Chartered Accountant (CA) to substantiate fulfillment of Financial Eligibility Criteria should be with UDIN, failing which the offer shall be considered as incomplete and will be summarily rejected without any further reference. (Authority: - CE/Work/HJP's letter No. ECR-HQOENGG(CONT) 0009/2025 date 18.11.2025).*

**2.3. Bid Capacity: Applicable for works costing more than ₹10 cr.**

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

For tenders having advertised value more than ₹ 10 cr. wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if it's available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

Where

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

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

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed Proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

**Note:**

- (a) The Tenderer (s) shall furnish the details of –  
 (i) Maximum value of construction works executed and payment received in any one of the

Previous three financial years or the current financial year (up to date of inviting tender) for Calculating A, and

Existing commitments and balance amount of ongoing works with tender 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 up to the date of inviting of tender.

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

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

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

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

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

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

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

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

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

**Note:- The balance sheet and all other financial documents attested/certified by the Chartered Accountant (CA) to substantiate fulfillment of Financial Eligibility Criteria should be with UDIN, failing which the offer shall be considered as incomplete and will be summarily rejected without any further reference. (Authority: - CE/Work/HJP's letter No. ECR-HQOENGG(CONT) 0009/2025 date 18.11.2025).**

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

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

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

[Explanation for clause 2 including clause 2.1 to 2.5 – Eligibility Criteria: -

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

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

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 2.1 of chapter-3 of the Tender Document, the same shall be considered for the purpose of fulfilment of credentials.*
6. *In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/ TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/ splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

## **2.6 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 alongwith 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) **On IREPS module, a facility for online submission of Annexure-I of tender document (Annexure-V of GCC) is available. The entire bidder has to submit it online on IREPS Module. However, in case of other than Company/Proprietary firm, Annexure-2 of chapter-5 (Annexure-V/A) shall be submitted by the each member of a Partnership Firm/ Joint Venture (JV)/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. As the case may be. Non submission of the above certificate(s), or submission of certificate either non properly filled in, or in a format other than the prescribed format shall be 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.**
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto *two* years.
- (b) In case of any information submitted by tenderer is found to be forged/ false after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto *two* years.

NB: [A] Current financial year means, the financial year in which the tender is opened. Financial year means on and from 1<sup>st</sup> April to 31<sup>st</sup> March.

[B] The “tenderer[s]” mentioned in para 2.1 and 2.2 above means – In the “name and style”, the tenderer [s] who are submitting their offers in the capacity of individual/proprietary/partnership firms etc.

[C] Normally, the credentials [technical and financial] should be in the “name and style” of the tenderer[s] who are submitting their offer as a tenderer[s].

[D] The tenderer[s] who have acquired necessary credentials [technical and financial] as a constituent in the partnership/Joint Venture firm, such apportioned credentials [technical and financial] will also be considered. [Documents shall be furnished].

[E] The credentials [technical and financial] with regard to execution and physical completion of single similar work and contractual receipts should pertain to the qualifying period i.e. during last 07 (seven) years, ending last day of month previous to the one. *Scanned copy of audited balance sheets should be submitted in Pdf format (Annexure C of tender document). The technical credential should clearly indicate executed items conforming to definition of similar nature of work (Annexure B-1 of tender document).*

[F] Permissibility of Joint Venture/MOU/Consortium in this tender. [As mentioned in Top Sheet]

[G] Authentic copy of the documents should be uploaded by the tenderer[s] along with their offer to fulfil the eligibility criteria otherwise their offers will not be considered and summarily rejected.

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed the tender or authorized representative of the tendering firm.

Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

2.7 The tenderer should also upload copy of the following documents along with the tender.

2.8 List of personnel, organization available on hand and proposed to be engaged for the subject work.

2.9 List of Plant and Machinery available on hand [own] and proposed to be inducted [own and hired to be given separately] for the subject work.

2.10 List of works physically completed in the last 07 [seven] financial years under Govt./Semi Govt. Organizations giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

3.0 List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

**NOTE:** In this regard, supportive documents/certificates from the organizations with whom they worked/are working should be uploaded. Certificates from private individuals for whom such works are executed/being executed shall not be accepted.

- 4.0 The copy of the credential certificates as per para 2.1 above to be uploaded by the tenderer which should contain the basic information such as [i] Contract Agreement No., [ii] Detailed nature of work executed, [iii] Date of physical completion of work, [iv] Total amount received, [v] Name and Style in whose favour the credential certificate is issued if in favour of JV share in JV. (vi) Execution of quantities of specific items if asked for to fulfil eligibility criteria.

**\*Similar nature of work means:-**

**Any civil engineering work involving bridge work with pile/open/well foundation.**

- 5.0 Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 6.0. The prospective tenderer/bidders must have a “Class III Digital Signature” with Company name from any certifying agency (CA) authorised by controller of certifying Authorities (CCA). They also have to submit online request for registration sufficiently in advance to get themselves registered on IREPS (works) in order to participate in e-tendering in works contracts.
- 7.0 In case of any discrepancies/deviation found in tender document and General Condition of Contract, then General Condition of Contract with updated correction slip, if any, up to date of inviting of tender will be final and applicable.

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**CHAPTER-4**  
**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**  
**EXCERPTS OF GENERAL CONDITIONS OF CONTRACT**

**1. GENERAL**

1.1 The tenderer[s] should not put any unusual condition from their side contradicting terms and conditions in the e-tender. Such unusual/contradictory conditions may not be considered.

1.2 COPY OF THE PROGRAMME IN THE FORM OF BAR CHART FOR COMPLETION OF WORK, MACHINERY DEPLOYMENT FOR ACHIEVING THE PROGRAMMED PROGRESS MUST BE UPLOADED ALONG WITH THE TENDER.

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

1.3 PLEASE FILL IN REQUIRED INFORMATION ASKED FOR IN THE SPECIFIED SPACE IN THE E-TENDER. TENDER WILL BE OTHER WISE TREATED INCOMPLETE AND HENCE WILL BE LIABLE FOR REJECTION.

1.4 THE QUANTITY SHOWN IN THE SCHEDULES ARE APPROXIMATE AND ARE LIKELY TO VARY ON EITHER SIDE [+/-] AS PER CLAUSE-2 OF SPECIAL CONDITIONS OF CONTRACT.

1.5 **MOBILISATION, MACHINERY OR ANY OTHER ADVANCES WILL BE APPLICABLE FOR VALUE OF WORK MORE THAN Rs.50.00 [FIFTY] CRORE.**

**2.0 TENDER DOCUMENT**

2.1 Tenderers are required to submit their offer through e-tender on website [www.ireps.gov.in](http://www.ireps.gov.in) and the tenderer/tenderers shall quote his/their rates therein as required.

2.2 The authorized person of the tenderer[s] shall only submit the e-tender along with the enclosures.

**2.3 PROGRAMME OF COMPLETION OF WORK**

2.3.1 The Tenderer[s] shall attach scanned copy of a comprehensive list of plant and machinery which he/they propose[s] to use in the execution of work.

2.3.2 Tenderer[s] shall attach along with tender scanned copy of an attested BARCHART, Activity wise detailed programme of how he/they plan to complete the work in the time frame stipulated in the tender along with details of machinery proposed to be deployed to achieve the same.

**2.4 REFERENCE TO RULE BOOK AND DRAWINGS**

2.4.1 The drawings for the works as available can be seen in the office of the concerned Chief Administrative Officer/Con/E. C. Railway, Mahendrugat, Patna-800004 or in the office of the concerned Dy. Chief Engineer/Con as the case may be at any time during office hours.

2.4.2 The terms "Correction Slip" as referred to in this tender document includes the following terms also.

Addendum Slip[s]

Corrigendum slips [s]

Addendum slip[s] and Corrigendum slip[s] which are issued in consecutive serials.

2.5 USSOR 2021 with "Indian Railways Unified Standard Specifications" [Vol-I and II] & CPWD DSR-2023 with up-to-date correction slips can be seen at above mentioned offices. Indian Railway Standard General Conditions of Contract-2022 can be downloaded from the IREPS website. Copies of the same can also be had on payment of an amount specified for copy of each Volume on any working day during office hours from the office of General Manager [Engg.], E C. Railway, Hajipur subject to availability.

**3.0 BID SECURITY –**

(a) (i) 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:

<b>Value of the Work</b>	<b>Bid Security</b>
For all works	2% of the estimated cost of the work.

Note:- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security deposit detailed above.

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

- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale 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.
- (b) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment 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.
- (c) 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- 9 of chapter-5** and shall be valid for a period of 90 days beyond the bid validity period.
- (d) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document *before closing date for submission of bids (i.e. excluding the last date of submission of bids.)*
  - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the \*\*\*\*\* Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
  - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (e) 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 opening 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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer/Dy. Chief Engineer/Divisional Engineer of Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
- (f) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the E so retained to the Contractor.

#### 4.0 DOCUMENTS AND OTHER CONDITIONS

- 4.1 The submission of offer in the e-tender by a tenderer[s] shall be deemed to imply and taken as indicating that he has read, understood and abide by the conditions stated therein and the USSOR 2021 with "Indian Railways Unified Standard Specifications" [Vol-I and II], CPWD DSR-2023 and Indian Railway Standard General Condition of Contract-2022 including correction slips issued up to the date of inviting of tender.
- 4.2 A certificate may be uploaded along with the offer that the Tenderer[s] has/have gone through all the conditions of contract and rates, specifications, etc. Embodied in USSOR 2021 with "Indian Railways Unified Standard Specifications" [Vol-I and II], CPWD DSR-2023 and Indian Railway Standard General Condition of Contract-2022 with correction Slips up to the date of inviting of the tender.
- 4.3 The certificates of completion of work and work under progress in support of the execution of similar type of work mentioned in the tender must be uploaded along with the offer issued by the concerned authority of any Government/Semi Government organization under whom the work executed. The

- certificate should contain name of work, agreement/work order No, value of the work, date of award, date of completion, total amount paid.
- 4.4 When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 4.5 **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.**
- 4.6 If the Tenderer[s] deliberately gives/give wrong information in his/their Tender or creates/create circumstances for the acceptance of his/their Tender, Railway reserves the right to reject such tender at any stage.
- 4.7 The copies of the following documents should be uploaded along with the offer.
- [a] List of personnel, organization available on hand and proposed to be engaged for the subject work.
- [b] List of Plant and Machinery available on hand [own] and proposed to be inducted [own and hired to be given separately] for the subject work.
- 4.8 The authority for the acceptance of the Tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer[s] shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders. The Railways reserve the right to accept the Tender either for the full quantity of work or part thereof or divide the works amongst more than one Tender without assigning any reasons for any such actions.
- 4.9 Should a Tenderer[s] find discrepancies in or omission from the drawings or any of the Tender Forms, or should be in doubt as to their meanings, he/they should at once, notify the authority inviting the Tender who may send a written instructions to all Tenderer[s]. It should be understood that every endeavour has been made to avoid any error which can naturally effect the basis of the Tender and the successful Tenderer[s] shall take upon himself/themselves and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 4.10 The documents submitted by Tenderer[s] online and generated/downloaded by Railway Authority shall become the property of the Railway and the Railway shall have no obligation to return the same to the Tenderer[s].
- 4.11 Subsequent to the enactment of GST Act, Para (a) of Clause 6, Part-I of Indian Railway Standard General Conditions of Contract 2022.
- (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 provision in Clause-37 of the Standard General Condition of Contract for the completion of works to the entire satisfaction of the Engineer.
- (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.
- (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.
- (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."
- (v) *Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:*
- Wrong/incorrect invoices issued by Contractor;*
- No-filing of GST returns;*
- Non-payment of GST collected from Indian Railways to the authorities;*
- Any other non-compliance done by Contractor;*
- General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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

- [b] When work is tendered for by a firm or company of contractors, 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.
- 4.12 The successful Tenderer[s] shall be required to execute an Agreement with the President of India acting through the East Central Railway for carrying out the work according to General Conditions of Contract, Special Conditions/Specifications annexed to the tender and specifications for work and materials as laid down in Indian Railways Unified Standard Specifications [volume-I and II]-2010 as amended/corrected up to the date of inviting of tender.
  - 4.13 The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
  - 4.14 In the event of any tenderer whose tender is accepted shall refuse to execute/does not execute the contract documents as here in before provided, the Railway may determine that such tenderer[s] has/have abandoned the contract and there upon his/their tender and acceptance letter thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and to recover the damages for such default as per Clause No. 62 [Pt-II] of Indian Railway Standard General Conditions of Contract-2022 corrected/amended up to the date of inviting of tenders.
  - 4.15 In case of non acceptance of a tender by the Railway Administration for any reason whatsoever, the Tenderer[s] cannot claim for any expenses incurred by him/them in submitting the Tender for the work or for any other account.
  - 4.16 Where there is any conflict between the instructions to Tenderers, Special Conditions with stipulation and Conditions in these tender particulars in one hand, Indian Railway Standard General Conditions of Contract-2022 and Indian Railway Unified Standard Specifications [Vol-I and II]-2010 with corrections slips issued up to the date of inviting of tender on the other hand, the former shall prevail.
  - 4.17 All the works included in the tender/contract shall be completed in all respect within the time specified in tender document.
  - 4.18 Unusual terms and conditions in offers are liable to be ignored.
  - 4.19 These instructions to the Tenderer[s] shall be deemed to form a part of the tender document.

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## CHAPTER-5

**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]  
SPECIAL CONDITIONS OF CONTRACT**

**1      GENERAL:**

- 1.1 Principal items of works to be carried out by the tenderer/contractor are as noted in the tender document.
- 1.2 The quantities of works to be carried out by the tenderer/contractor will be as mentioned in the work order/Agreement.
- 1.3 The approximate value of the work is specified in the Tender Notice/Agreement.
- 1.4 Plans for the works as may be available, may be inspected in the Office of the concerned Chief Engineer [Con] /E.C.RLY, Mahendrughat, Patna or in the office of the concerned Dy. Chief Engineer[C].
- 1.5 **[i] The successful tenderer/contractor will have to maintain all works for a period of 12 [Twelve] Calendar months unless otherwise specified from the certified actual date of completion without any extra cost to the Railway.**  
**[ii] In case of P. Way works, the contractor shall maintain the same till six months from completion of the work or till allowing regular train services on the track whichever is earlier.**
- 1.6 No Mobilisation, Machinery or any other advances will be allowed for this work unless otherwise specified.
- 1.7 All the works included in the tender/contract shall be completed within the time specified in the tender/agreement.
- 1.8 The additional special conditions dealt in the document, Instructions to Tenderer[s] and the stipulations made in the Schedules of items of works shall govern the works under this contract, in addition to and/or in part super session of the USSOR 2021 with "Indian Railways Unified Standard Specifications" [Vol-I and II], CPWD DSR-2023 and Indian Railway Standard General Conditions of Contract-2022 corrected up to date of inviting of tender.
- 1.9 Where there is any conflict between the Instructions to Tenderer[s], Additional Special Conditions of Contract and the stipulations contained in the Schedules of Items quantities and rates on the one hand and the USSOR 2021 with "Indian Railways Unified Standard Specifications" [Vol-I and II], CPWD DSR-2023 and Indian Railway Standard General Conditions of Contract 2022 corrected up to date of inviting of tender on the other, the former shall prevail.
- 1.10 **Any notes appearing in the Schedule of Quantities and Rates will take precedence over Additional Special Conditions of Contract and also GENERAL CONDITIONS OF CONTRACT and STANDARD SPECIFICATIONS. The Railway will take for granted that Tenderer[s] has/have acquainted himself/themselves with all terms and words used in the tender before submitting the tender.**
- 1.11 Any specifications/conditions stated by the Tenderer[s] in offer submitted by him/them along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.
- 1.12 All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract given and made by the Railway or by the Engineer on behalf of the Railway shall be final and binding and shall be considered as **"excepted matters"** in terms of Clause 63 of INDIAN RAILWAY STANDARD GENERAL CONDITIONS OF CONTRACT-2022 corrected up to date of inviting of tender.
- 1.13 Any change in the address of the contractor shall be forthwith intimated in writing to the Railways. The Railway will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this.
- 1.14 The Railway Administration reserves the right to alter the detailed plans and sections and to carry out minor alterations in the plans resulting in the corresponding increase/decrease in the quantity of work without being liable to pay enhanced rates for the work and to allow extra time for completion of the work.

**2.      VARIATION IN CONTRACT QUANTITIES:**

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

- 2.2.(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.
- 2.2.(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work(in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (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 up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - (b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
  - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - (d) Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
  - d. (i) Quantities operated up to and including 100% of the agreement quantity of the concerned Minor value item, shall be paid at the rate awarded for that item in that particular tender;
  - d. (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the Concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - d. (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork Items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (vi) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**2.2.(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 therefore shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

### **3.0 AGREEMENT:**

- 3.1. All expenses in drawing up the agreement and the cost of stamp duty, if any, shall be borne by the Railway Administration.
- 3.2. Should the successful Tenderer/Contractor on the list of approved contractor have a relative or relatives or in the case of firm or company or contractors one or more of its shareholders or a relatives of the shareholder[s] employed in the gazetted capacity in the Engineering Department of the East Central Railway, the authority executing the contract shall be informed of the fact at the time of execution of the contract, failing which the contractor may be dis-qualified, or such facts subsequently comes to light, the contract may be rescinded in accordance with the

provisions in Clause-62 of the Indian Railway Standard General Conditions of Contract-2022 corrected up to date of inviting of tender.

- 3.3. Should the successful Tenderer/Contractor find that his relative has/have obtained an employment in gazetted capacity in the Engineering Department of the East Central Railway, subsequent to the execution of the agreement or in the case of a firm or company of contractors, one or more of its shareholders or relative or relatives of the shareholder[s] got employed in the gazetted capacity in the Engineering Department of the East Central Railway, subsequent to the execution of the agreement, the successful tenderer/contractor shall inform the authority executing the contract of this fact, failing which the successful tenderer/contractor may be dis-qualified or if such fact subsequently come to light, the contract may be rescinded in accordance with the provision in Clause-62 of the Indian Railway Standard General Conditions of Contract-2022 corrected up to date of inviting of tender.
- 3.4 [a] Should a Tenderer/Contractor be a retired Engineer of the Gazetted Rank or any other Gazetted Officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the Engineering Department of any of the Railways owned and administrated by the President of India for the time being, or should a tenderer/contractor being partnership firm have as one of its partners retired Engineer or retired Gazetted Officer as aforesaid, or should a tenderer/contractor being an incorporated company have any such retired Engineer or retired Officer as one of its Directors, or should a tenderer/contractor have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or officer had not retired from Government service at least 2years prior to the date of submission of the tender 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, or to take the employment under the contractor, 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 authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.
- [b] Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative[s] or in the case of partnership firm or company of contractors one or more of his shareholder[s] or a relative[s] of the shareholder[s] employed in gazetted capacity in the Engineering department of the East Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the Indian Railway Standard General Conditions of Contract-2022 corrected up to date of inviting of tender.
- 3.5. If it is detected at any stage during the currency of contract/Agreement that any document produced by the contractor during submission of his/ their tender related to finalisation of his/their tender and/or during execution of work is/are found wrong/false, the contract will be terminated with forfeiture of Bid Security/Security deposit [as the case may be] without any further correspondence with the contractor[s].

#### **4.0 PASSES**

- 4.1. No free Railway passes shall be issued by the Rly. to the contractor or any of his employee/worker.

#### **5.0 EXTENSION OF TIME:**

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

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

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

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

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

#### **17-B Extension of Time for delay due to Contractor:**

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

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

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right



or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

**NOTE:**

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

17C:- **Bonus for early completion of work@Not applicable)** ~~In case of open tenders having advertised value more than Rs.50crore and original period of completion 12months or more, when there is no reduction in original scope of work by more than 10% and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.~~

**5.1 TERMINATION OF CONTRACT AFTER EXPIRY OF DATE OF COMPLETION**

Railway reserves the right to terminate the contract after expiry of date of completion (original/extended) where work is incomplete and contractor is not willing to extend the validity of completion

**(Authority: Rly. Bd's. Letter no. 99/CE-I/CT/28 (PT) dt.17.05.2004).**

**6.0 DISSOLUTION OF CONTRACTOR'S FIRM:**

6.1 If the contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any, by the Railway due to such dissolution. The amount of such compensation shall be decided by the General Manager of the Railway and his decision in the matter shall be final and binding on the contractor[s].

**7.0 DEPLOYMENT OF PLANT AND MACHINERY:**

7.1 The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Hand book of the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer-in-charge. For any loss or damage resulting from violation of this clause the contractor[s] shall be wholly responsible.

7.2 It should clearly be understood that it is entirely the successful tenderer[s]/contractor[s] responsibility and liability to find, procure and use all machinery, tools and plants and their spare parts that are required for efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or import difficulties or any other cause whatsoever, will not be taken as an excuse for slow progress or non-performance of the work.

**8.0 HIRING OF RAILWAYS PLANT and MACHINERY:**

8.1 The Railway Administration may have at their disposals for hire to successful tenderers/contractors a certain number of such plant as concrete mixtures, compressors and portable engines for use during execution of the work, but it does not guarantee hiring of any such machines or will any claim or compensation be entertained due to Railway Administration's inability to supply the machinery and plant or the conditions of the machinery and/or plant supplied by the Railway Administration shall not be taken as an excuse for slow progress or for non-performance of the work.

8.2 The Railway Administration shall charge the successful tenderer/contractor for hire of machinery and plant supplied to him/them. The rate of hire charges for the plant and machinery given by the Railway will be calculated on the following basis:-

[a]The cost of plant and machinery for the purpose of calculating the hire charges shall be its present day market value as on 1<sup>st</sup> April of the financial year in which the plant is given on hire plus 5% freight and 2% incidental charges to which supervision charges at 12.1/2 % on the total cost will be added.

[b] The hire charge per annum will be calculated at the following rates on the cost of the plant and machinery as per [a] above:

I] Interest at the ruling rate of dividend payable by the Railway to the Central Government.

II] Ordinary repairs and maintenance charges @ 5%.

III] Special repairs and maintenance charges @ 10%.

IV] Depreciation charges at the rates mentioned in para 3505 of the I.R.W. and W. Manual [i.e. 16% for light, 10% for heavy and 6% for special type plant and machinery as classified in para 3502 of I.R.W.W.M.

V] An additional 10% on the total of [I] to [IV] above to meet the contingencies.

[c] The hire charges per day shall be arrived at by dividing the annual hire charges vide [b] above by 250. These hire charges will be payable from the day the plant is handed over to the hirer, to the day, it is returned by him to the Railway's representative. If the plant remains out of order for reasons, beyond the control of the hirer or is sent for periodical overhaul such periods will not be counted for levy of hire charges, provided a certificate to the effect is given by the Engineer.

The plant will be delivered from the Railway's godown/stores depot and the contractor is to make his own arrangement for transporting the same at work site free of charges and will return at the same Railway's godown/stores depot at his expenses.

[d] In case the contract is spread over a period of more than one year, the hire charges of the plant and machinery as arrived at on the above basis shall be operative during the currency of the contract.

- 8.3 The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.
- 8.4 While the machine[s] is/are in the possession of the contractor[s], he/they shall be responsible for seeing that any inspection certificate of license required under any Government Act is obtained in due time. The contractor shall also be responsible for seeing that all required precautions are observed in using the plants as well, and he shall be responsible for any accident which may occur from the use of the plant.
- 8.5 In case of lifting heavy consignments by cranes in connection with the work, charges for Railway cranes used will be levied against the successful Tenderer/Contractor as per the extant rules of the Railways.
- 8.6 The materials of the successful Tenderer/Contractor required for the execution of the work will have to be carried at the public rate of Railway freight and no concessional rate of Railway freight will be applicable. If called upon to do so the successful Tenderer/Contractor will be bound to state the source of supply of the materials to be used by him on the works. No. R.M.C. Notes or priority certificates will be issued for the carriage of tools, plant or any other materials belonging to the successful Tenderer/Contractor.

#### **9.0 ISSUE OF MATERIALS:**

- 9.1 If materials outside the contract are supplied for use on a work on the application of a contractor, the Engineer-in-charge of the work should specify in each case the rate to be charged, which should be the market rate prevailing at the time of supply or the issue rate whichever is higher,. Plus departmental charges which shall be computed as below:-Market rate or issue rate whichever is higher, plus freight 5%, incidental charges 2% and 12.1/2 % departmental charges to cover the cost of Supervision, Storage, interest on outlay.
- 9.2 [I]: In case, cement and/or steel and/or other materials stipulated as per agreement are issued to the contractor[s] either free of cost or on cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/ qualities computed by the Railway according to the prescribed specifications and approved drawing as per the agreement. The cement and/or Steel and/or other materials issued in excess of the requirement[s] as above, shall be returned in perfectly good condition by the contractor to the Railway immediately after completion or determination of the contract. If the contractor fails to return the said stores, then the cost of cement and/or steel and/or other materials issued in excess of the requirement as computed by the Railway according to the specifications and approved drawings, will be recovered from the contractor[s] at twice the prevailing procurement cost at the time of last issued, viz. 2X [purchase price + 5% freight only].

If it is discovered that the quantity of cement and/or Steel and/or other materials used is less than the quantity ascertained as herein before provided, the cost of the cement and/or Steel and/or other materials not so used shall be recovered from the contractor[s] on the basis of the above stipulated formula.

The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials issued as per contract or outside the contract on application, from and to the Stores where from they are issued. No lead will be paid for returning the empty cement bags.

[II]: The provisions of the fore-going sub-clause shall in addition to cement and other materials apply in the case of steel reinforcement or structural steel section, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorised by the Engineer-in-Charge including authorised laps.

- 9.3 The materials issued to contractor but remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at a place where directed by him.

- 9.4 In case the contractor fails to return the unused or excess materials supplied outside the contract as per para 9.1 above, over the requirement as calculated, the cost as arrived at in para 9.1 above, increased by 100% will be charged and recovered from the contractor's dues without prejudice the provision of the relevant conditions regarding return of materials governing the contract.
- 10.0 **STORAGE OF RAILWAY MATERIALS:**
- 10.1 The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway material issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be opened for inspection by the Engineer-in-charge or his representative at any time.
- 10.2 Contractor's sheds, stores, camp office, yard etc., for stacking Railway materials shall be located in the Railway premises only at the locations approved by the Engineer-in-charge. The land available will be given on standard charge fixed by the Railway for the period of construction only. On completion of work, he shall leave the site free of all structures, debris etc. Non-compliance of same the Engineer-at-site will decide the amount to be deducted from payment due to the contractor[s] and this shall be final and binding on the contractor[s].
- 11.0 **OCCUPATION AND USE OF LAND:**
- No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever Non-Railway bodies/persons are permitted to use Railway premises with competent authority's approval. Conservancy charges as applicable from time to time may be levied.
- 12.0 **FORCE MAJEURE CLAUSE:**
- Applicable as per Clause 17 of Part-II of Indian Railway Standard General Conditions of Contract-2022 corrected up to date of inviting of tender.
- 13.0 **NIGHT WORK:**
- 13.1 No work shall be carried out between sunset and sunrise without previous permission of Engineer-in-Charge.
- 13.2 If the Engineer-in-charge is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the Contractor[s] to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. All arrangements in this connection shall be made by the Contractor at his own cost.
- 14.0 **SERVICE ROADS:**
- 14.1 No new facilities such as roads, level crossing, etc. Other than those already in existence will be made available to the tenderer[s]/Contractor[s].
- 14.2 The successful tenderer[s]/Contractor[s] shall make his own arrangements at his own cost for the construction of service roads within the Railway land for the transport of materials. No separate payment shall be admissible to the Successful Tenderer[s]/Contractor[s] for the construction of such road or its repairs and maintenance. The Successful Tenderer[s]/Contractor[s] shall make his own arrangement at his own cost for the construction of any Service Roads outside the Railway land or for the use of any of the existing roads outside the Railway land, required for the transport of materials for the construction of such roads, its repair or maintenance and the successful tenderer[s]/Contractor[s] shall be responsible for payment of road taxes, toll charges, octroi duty, etc. If any. The Railway will have right to use the service roads at all times without any payment to the successful Tenderer[s]/Contractor[s].
- 14.3 Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer, All compensations claimed for any unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
- 15.0 **WATER SUPPLY:**
- 15.1 Water required for all the works shall be arranged by the contractor at his own cost. No arrangements will be made by the Railway Administration for supplying water to the Contractor either for drinking purpose or execution of work free of cost. Rate quoted shall include the cost of arranging water supply and no separate payment will be made to the contractor on account of water charges.
- 15.2 The Railway may supply if any surplus water available from its own sources 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 pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

**16.0 ELECTRICITY:**

- 16.1 Any electric supply required at site for whatsoever purpose shall be arranged by the Contractor/s. The contractor/s shall be responsible for the arrangements for obtaining electric supply at his/their own cost and rates quoted shall include the cost of providing electric supply arrangements required for the work.
- 16.2 The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems, and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- 16.3 If required by Contractor/s, the Railway administration may give required assistance in recommending to State Electricity Board for giving necessary electric connection to the Contractor for execution of works.

**17.0 LOSS OF WORK ORDERS:**

- 17.1 If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply of a duplicate of the same, a penal levy of Rs. 10/- [ten only] for each work order shall be imposed on him for the issue of a duplicate copy.

**18.0 ROYALTY FOR MATERIALS COLLECTED FROM UNDER RAILWAY LAND:**

- 18.1 If and when the contractor quarries and/or collects materials from or from under Railway land for the purpose of supply of materials and or of work under an agreement based on special rates obtained for various items of work or supplies, he shall be liable to pay to the Railway a royalty, seigniorage charge (if applicable) at the flat rates hereinafter set out. Such royalty seigniorage charge (if applicable) shall be recovered by deduction from the contractor's bill for the supply of materials and or work done under this agreement or from any other sums due to him from the Railway, at the rate prescribed by the State Government authorities and in force during the period the contract is current.
- 18.2 In case of contracts entered into at specified percentage on Schedule of Rates USSOR-2021, Volume-I, CPWD DSR-2023 the royalty rate as fixed in the preceding para for materials extracted from Railway land will be subjected to tender increase or decrease and will be calculated as under:
- |  |                   |
|--|-------------------|
| Gross value payable as per Schedule of Rates USSR-2021 | : X               |
| Royalty leviable as per above                          | : Y               |
| Tender premium   | : Z               |
| Net payment  | : [X-Y] + [X-Y] Z |
- 18.3 Stores and other materials obtained from the dismantling of any structures within the Railway land and used as building stone pitching or breaking into ballast and stone chips etc., may be used by the successful Tenderer/Contractor on payment of appropriate rate as per Schedule of Rates increased/decreased by the Tender percentage accepted for miscellaneous works, treating the materials as belonging to the Railway.

**19 Employment of Graduate Engineers/Diploma Holders by Contractor:**

The contractor shall be responsible to ensure compliance with the provision of the Apprentices Act, 1961 and the Rules and Orders issued from time to time in respect of Apprentices directly or through petty Contractors or Sub-Contractors employed by him for the purpose of carrying out the Contract. If the Contractor directly or through Petty Contractors or Sub-Contractors fails to do so, his failure will be a breach of the Contract and the Railway may in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provision of the Act.

**NOTE:** The Contractors are required to engage apprentices when the work[s] is/are undertaken by them last for a period of one year or more and/or the cost of work is Rs. One lakh or more.

**19.1 Provision of Efficient and Competent Staff at work sites by the Contractor as per Clause 26 of IRS GCC-2022.**

- 19.2 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 19.3 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 19.4 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of

the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

- 19.5** All workers and supervisors of contractor should be provided safety gears like fluorescent jackets, helmets and safety shoes etc. While on duty. Also same should be provided by contractor to inspecting railway person.

**20.0 Deployment of Qualified Engineers at Work Sites by the Contractor: -**

**Degree of Holder -1, Diploma Holder-1**

- 20.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

- 20.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 20.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

- 20.3** 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' by the tender inviting authority."

1. Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in para 1 above, he, in terms of provisions of Clause 26A.2 to the Indian Railway Standard General Conditions of Contract 2022, **shall be liable to pay an amount of Rs.40,000 for graduate/degree holder and Rs.25,000 for diploma holder for each month or part thereof** for the default period for the provisions, as contained in Para 20.1 and 20.2 above respectively.
2. Provision for deployment of Qualified Engineers [Graduate Engineer or Diploma Holder Engineer] shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing.
3. For track related contractual works of values as specified above individuals having Diploma in Railway Engineering awarded by IPWE [India] shall also be considered as qualified Diploma Holder Engineers and Contractors for track contract works can employ such individuals at their work site on Indian Railways. [Ref: Railway Board letter No. 2012/CE-I/CT/0/20 dtd. 12.07.2013].
4. The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part-II, Section-3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

- 21.0** Contractor must establish laboratories at site for E/w test, concrete test, structural steel test, TMT/Cement test and other tests as per scope of work at their own cost as instructed by site engineer.

- 22.0** For contract value more than 2.00 Cr. contractors must establish suitable site office/camp office of minimum 1000 Sqft with all essential facilities at their own cost within one month from date of issue of LOA. Failure to comply this will result in penalty of 50,000/- (Fifty thousand) per month.

**23.0 COMPLIANCE TO THE PROVISIONS OF DIFFERENT ACTS:**

The contractor shall comply with the provision of

- i) **Minimum Wages Act 1948.**
- ii) **Apprentices Act 1961.**
- iii) **Payment and Wages Act 1936.**
- iv) **Contract Labour [Regulation and Abolition] Act 1970.**
- v) **Contract Labour [Regulation and Abolition] Central Rules 1971.**
- vi) **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952.**
- vii) **Workmen's Compensation Act.**
- viii) **Mines Act-1952.**
- [ix] **The building and other construction workers Act -1996.**
- [x] **The building and other construction workers welfare con Act -1996.**

And the rules and orders issued from time to time for all the above acts.

**24.0 Price Variation Clause (PVC):**

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

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

**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.

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

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

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

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

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

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

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L <sub>c</sub>	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S <sub>c</sub>	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C <sub>c</sub>	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM <sub>c</sub>	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F <sub>c</sub>	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M <sub>c</sub>	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E <sub>c</sub>	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

\* It shall not be considered for any price variation.

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

**1 Earthwork in Formation**

- 1A All Item(s) excluding 1B or/and 1C
- 1B Item(s) for supply of Steel
- 1C Item(s) for supply of Cement

**2 Ballast Supply Works**

**3 Tunnelling Works (Without Explosives)**

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**4 Tunneling 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

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

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

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

$$\begin{aligned}
 \text{(viii)} \quad T &= [0.4136 \times (C_Q - C_B) / C_B] \times 85 \\
 \text{(ix)} \quad R &= [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85 \\
 \text{(x)} \quad N &= [(P_T - P_O) / P_O] \times 85 \\
 \text{(xi)} \quad I &= [(I_T - I_O) / I_O] \times 85 \\
 \text{(xii)} \quad G &= [(M_Q - M_B) / M_B] \times 85 \\
 \text{(xiii)} \quad Er &= [(L_Q - L_B) / L_B] \times 85
 \end{aligned}$$

Where,

- L Amount of price variation in Labour  
 M Amount of price variation in Materials  
 F Amount of price variation in Fuel  
 E Amount of price variation in Explosives  
 PM Amount of price variation in Plant, Machinery and Spares  
 S Amount of price variation in Steel Supply Item  
 C Amount of price variation in Cement Supply Item  
 T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)  
 R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)  
 N Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)  
 I Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)  
 G Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)  
 Er Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)  
 Lc % of Labour Component in the item(s)

Mc	% of Material Component in the item(s)
Fc	% of Fuel Component in the item(s)
Ec	% of Explosive Component in the item(s)
PMc	% of Plant, Machinery and Spares Component in the item(s)
Sc	% of Steel Supply item Component in the item(s)
Cc	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W <sub>s</sub> or/and W <sub>c</sub> or/and W <sub>sf</sub> or/and W <sub>f</sub> or/and W <sub>sfl</sub> or/and W <sub>fl</sub> and cost of materials supplied by Railway either free or at fixed rate,
W <sub>s</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>c</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>sf</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>f</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>sfl</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>fl</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L <sub>B</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L <sub>Q</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M <sub>B</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M <sub>Q</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F <sub>B</sub>	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F <sub>Q</sub>	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E <sub>B</sub>	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E <sub>Q</sub>	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM <sub>B</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM <sub>Q</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S <sub>B</sub>	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S <sub>Q</sub>	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C <sub>B</sub>	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C <sub>Q</sub>	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R <sub>T</sub>	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R <sub>O</sub>	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P <sub>T</sub>	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P <sub>O</sub>	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z <sub>T</sub>	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z <sub>O</sub>	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender



- I<sub>T</sub> RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
- I<sub>O</sub> RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

**(III) SIGNALING & TELE COMMUNICATION WORKS:**

- (a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:  
 SIGWK = Value of signaling works for a stage payment of the item signaling works;  
 INVSIG = Value of inventory for signaling works for a stage payment of the item inventory for signaling works;  
 INTGTESTSIG = Value of integrated testing and commission for signaling 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.
- (i) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:
- (ii) 
$$VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$$
- (iii) 
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
- (iv) 
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
- (v) 
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$$
- (vi) 
$$\text{VINVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
 and
- (vii) 
$$\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o].$$

Where

VSIGWK = Increase or decrease in the cost of signaling 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 signaling 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<sub>o</sub> = 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;

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

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

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

P30Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signaling cable

P30Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P24Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signaling cable

P24Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P19Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signaling cable

P19Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P12Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signaling cable

P12Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P9Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signaling cable

P9Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P6Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signaling cable

P6Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P4Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signaling cable

P4Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P2Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signaling cable

P2Co = Price per Km of cable as per purchase order/ Contract agreement.

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

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

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

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

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

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

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

P2C25i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signaling cable

P2C25o = Price per Km of cable as per purchase order/ Contract agreement.

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

PQC<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC<sub>o</sub> = 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 fiber cables for the month of the Base Month;

OFCi = The WPI for fiber 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.

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

Works  Component	Signaling			Telecommunication		
	Signaling Works	Signaling 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 signaling cable(S30C)	***%	—	—	***%	—	—
24C x 1.5 sq mm signaling cable (S24C)	***%	—	—	***%	—	—
19Cx 1.5 sq mm signaling cable (S19C)	***%	—	—	***%	—	—
12C x 1.5 sq mm signaling g cable (S12C)	***%	—	—	***%	—	—
9C x 1.5 sq mm signaling cable (S9C)	***%	—	—	***%	—	—
6C x 1.5 sq mm signaling cable (S6C)	***%	—	—	***%	—	—
4C x 1.5 sq mm signaling cable (S4C)	***%	—	—	***%	—	—
2C x 1.5 sq mm signalling cable (S2C)	***%	—	—	***%	—	—
12C x 2.5 sq mm signaling cable (S12C2.5)	***%	—	—	***%	—	—
2C x 2.5 sq mm signaling cable (S2C2.5)	***%	—	—	***%	—	—
2C x 25 sq mm signaling 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 signaling cables is variable as per Price Variation Formula givenbelow:

For Signalling Copper Cables:

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

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

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

For Aluminum Power Cables:

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

Where,

P<sub>i</sub> = Price payable per KM as adjusted in accordance with Price variation clause.

P<sub>o</sub> = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

Cuo = Price of copper Rod in Rs. Per MT

CCFCu = Variation factor for PVC Compound for Copper Signaling & Telecom cable

CCo = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminum

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

CCFAI = Variation factor for PVC Compound for Aluminum power cable

FeF = Variation factor for Steel

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

(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1<sup>st</sup> working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/-- one month prior to the deadline for submission of bids.)

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

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

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

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

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1<sup>st</sup> 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 Signaling Cable unscreened and armoured copper conductor

- (i) Size 30 C x 1.5 sq.mm.  
 $P30C_i = P30Co + 0.391(Cu - Cu_o) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$   
 For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (ii) Size 24C x 1.5 sq.mm  
 $P24C_i = P24Co + 0.313(Cu - Cu_o) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$   
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (iii) Size 19C x 1.5 sq.mm  
 $P19C_i = P19Co + 0.248(Cu - Cu_o) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$   
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (iv) Size 12C x 1.5 sq.mm  
 $P12C_i = P12Co + 0.157(Cu - Cu_o) + 0.277(CC - CC_o) + 0.289(Fe - Fe_o)$   
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (v) Size 9C x 1.5 sq.mm  
 $P9C_i = P9Co + 0.117(Cu - Cu_o) + 0.241(CC - CC_o) + 0.383(Fe - Fe_o)$   
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (vi) Size 6Cx 1.5 sq.mm  
 $P6C_i = P6Co + 0.078(Cu - Cu_o) + 0.199(CC - CC_o) + 0.329(Fe - Fe_o)$   
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (vii) Size 4Cx 1.5 sq.mm  
 $P4C_i = P4Co + 0.052(Cu - Cu_o) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$   
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (viii) Size 2C x 4 sq.mm(multistrand)  
 $P2C_i = P2Co + 0.073(Cu - Cu_o) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$   
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (ix) Size 12C x 2.5 sq.mm  
 $P12C2.5_i = P12C2.5o + 0.282(Cu - Cu_o) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$   
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (x) Size 2C x 2.5 sq.mm  
 $P2C2.5_i = P2C2.5o + 0.047(Cu - Cu_o) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$   
 For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.
- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable  
 $P2C25_i = P2C25o + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$   
 For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.
- (xii) For Jelly filled, 0.9mm dia, 6 quad cable  
 $PQC_i = PQCo + 0.135(Al - Al_o) + 0.139(Cu - Cu_o) + 0.515(CC - Cco) + 0.693(Fe - Fe_o)$

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

**24.8 Relevant** categories of steel for the purpose of operating Price Variation formula as mentioned in

this Clause shall be as under:

SL	Classification	Rates to be used for calculating SQ or SB
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.

**24.9** The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 24.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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

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

**24.11 Price Variation during Extended Period of Contract**

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

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

**25.0 DAMAGES BY ACCIDENTS/FLOODS/RAINS/CYCLONES, ETC.**

- 25.1 The Contractor[s] shall take all precautions against damages from accidents, floods or tides etc. No compensation shall be allowed to the contractor for his tools, plants, materials, machines and other equipments lost or damaged by any cause whatsoever. The Contractor[s] shall make good the damages to any structure, plant or materials of every description belonging to the Railway Administration, lost or damaged by any cause during the course of construction work.
- 25.2 The Railway Administration will not be liable to pay the contractor any charges for rectification or repairs which may have occurred from any cause whatsoever, to any part of the new structures during currency of contract.

**26.0 SETTING OUT OF WORKS:**

The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

**27.0 MAINTENANCE PERIOD:**

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors

in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

**28.0 ANTILARVAL WORK:**

28.1 During execution of the works against this contract the Contractor[s] shall be responsible for antilarval work at his/their own cost.

**29.0 NON-ITEMIZED WORKS:**

29.1 Where item not covered by the schedules are to be executed, the rates for such non-itemised works shall be negotiated before commencement of such work or to be got executed through any other agency by the Railway at the discretion of the Railway Administration.

**30.0 TIME IS THE ESSENCE OF CONTRACT:**

30.1 Time is the essence of contract. All the works are required to be completed in all respects as stipulated by the Railway within the completion date. Progress shall be maintained strictly in accordance with the programme given by the Contractor and accepted by the Engineer-in-charge from time to time as per the programme chart as per [BAR/CE/PERT chart] as will be finalised.

**31.0 INCENTIVE BONUS PAYMENT CLAUSE FOR WORKS RELATING TO THROUGHPUT ENHANCEMENT WORKS COMING UNDER PLAN HEADS “DOUBLING” and “TRAFFIC FACILITIES”.**

**-NOT APPLICABLE-**

[i] The incentive bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every one month of early completion ahead of the original completion period or revised completion period whichever is less.

[ii] The maximum incentive payable shall not be more than 5% of the original contract value or revised contract value whichever is less.

[iii] This incentive scheme shall not apply if extension to the original completion period is given irrespective of on whose account [Railway's account or contractor's account].

[iv] Period less than a month will not be reckoned for the incentive bonus calculation.

**32.0 LEAD AND LIFT ON CONTRACTOR'S MATERIALS:**

32.1 No lead and lift for the contractors materials is payable for the works executed under this contract or for the materials issued by the Railway mainly cement, steel, hume pipes, E.W. pipes, etc. unless otherwise specified.

**33.0 ISSUE OF RAILWAY MATERIALS:**

33.1 Only cement, steel or any other materials which if the Railway Administration is under obligation to supply for the specific items as considered necessary by the Railway Administration for the execution of works will be supplied by the Railway Administration free of cost. This material will be delivered from the nearest Railway store depot **as directed by the engineer-in-charge** and the contractor is required to make his own arrangements at his own cost for the carriage of the same to the site of work. This is, however, not applicable to works being carried out under USSOR 2021 with “Indian Railways Unified Standard Specifications & CPWD DSR-2023.” Cement will normally be supplied in bags of nominal weight of 50 kg the volume of which shall be taken as 1.23 cft for all calculation purposes.

33.2 In case of free supply of cement in bags by the Railway, the Contractor[s] is/are required to carry from Railway Depots as stated in Clause-31.1 above at his/their own cost. The cost of the empty cement bags will be recovered at the rates fixed by Railway from time to time. Railway reserves the right to take back empty cement bags if will be required for use.

33.3 For the works carried out under the East Central Railway Unified Standard Schedule of Rates - 2021, the cost of the transportation and handling of Railway's materials will be paid to the contractor in accordance with the actual leads from the Railway's godown at which the materials are supplied to the site of work at the appropriate rate of the schedule of rates increased or decreased by the percentage quoted by the contractor as per terms of SOR.

33.4 The materials referred to above shall be issued to the contractor as per actual requirements. The contractor/s has/have to return excess materials if any issued, to the Railway's store depot in perfectly good condition to the railway at his/their own cost failing which the cost thereof shall be recovered from him/them at issue rates plus Railway's freight, handling, loading, supervision and other incidental charges at rates fixed by the Railways. To this will have to be added an increase of 100%.

33.5 If during the course of execution of the work, the District engineer/Dy. Chief Engineer, in charge of the works consider it necessary to issue Railway materials in the interest of the Railway work i.e. to supply certain unforeseen materials not readily available in the market, the contractor will be paid at labour and materials rate and the cost of such materials will be recovered from the contractor at the market rate or Railway's issue rate whichever is higher plus 30.37%.

- 33.6 The contractor shall arrange GI binding wire for all reinforcement work at his own cost and the rate quoted by him shall be inclusive of this.

**34.0 CUTTING/UPROOTING OF TREES.**

- 34.1 No extra rate shall be paid for cutting or uprooting trees, grubbing root of trees or jungle clearance involved in any work under this contract.

- 34.2 The trees cut by contractor shall be property of the Railway.

- 34.3 If the section passes through forest land, the contractor or his labour is prohibited to cut the trees for the purpose of fire wood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer-in-Charge of the work. Unauthorised cutting of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the Contractor for his own use or for the use by his labourers, or for the work shall be arranged by the Contractor at his own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.

**35.0 BLASTING.**

- 35.1 The contractor has to make his own arrangements to get the necessary license/permits for storing and use of explosive. The contractor has to make his own arrangements for procurement of explosive and detonators required for the work. Wherever a cutting passes through or near OHE Transmission Line or near the villages, only controlled blasting is to be resorted to as per schedule. The guidelines for blasting as provided in Indian Railways Unified Standard Specifications [Works and Materials] Volume -I and II to be followed.

**36.0 SECURITY DEPOSIT:**

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

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

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

- 36.(2) (i) Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:

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

- 36. (2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (i) of GCC'2022, 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 (i) of GCC'22, the Security Deposit shall not be forfeited.

- 36. (3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 36.(4)(b) of this clause will be payable with interest accrued thereon.

**36. (4) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause **36(4)(h)** in any of the following forms:-
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Insurance Surety Bond as per Annexure-10 to Chapter-5

**Note:**

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates,
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not



withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

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

**[i] Specimen copy of standard BG format is given in the annexed document (Annex-4 to Ch.-5).**

**[j] “Bank Guarantee [BGs] to be submitted by suppliers/contractors should be sent directly to the concerned authorities by the issuing bank under Registered post AD.**

37. TAXES:

37.1 RECOVERY OF INCOME TAX

- i. Income Tax as per prevailing rate will be recovered of the gross amount of the each bill from all the bills of the contractor as per Income Tax Act, as introduced through the Finance Act-1972. A surcharge as per prevailing rate on the amount of Income Tax so deducted will also be recovered from the contractor's bills. This is further subject to increase or decrease as per extant instructions/Act/Rules in this regard.

- ii. RECOVERY OF GST:

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

- iii. NEW STATUTORY TAXES:

Any variation in statutory taxes if any, is levied subsequent to the date of opening/negotiation of tender may be reimbursed on submission of proof of document depositing such taxes to the concerned States Govt. or Central Govt.

**38.0** The tenderer for carrying out any construction work in Bihar/Jharkhand/UP Pradesh/Chhattisgarh must get themselves registered from the Registering Officer under Section-7 of the building and other construction workers [Regulation of Employment and Conditions of Service] Act 1996 and Rules made thereto. The tenderer shall be required to submit certificate of Registration issued from the Registering Officer of the Govt. of Bihar/Jharkhand/UP [Labour Department]. For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of materials shall be outside the purview of cess, when supplied under a separate schedule item.

Accountable of Recovery:-

[i] The contractor bill amount shall be debited to concerned work and the recoverable amount of BOCW Cess @ 1% shall be credited under Suspense Head-Deposit Misc [BOCW Cess] before arranging payment to the contractor.

[ii] Suspense Head-Deposit misc [BOCW Cess] shall be cleared/debited at the time of payment to respective BOCW Fund/Board by credit to the Suspense Head-Cheques and Bills.

This is further subject to increase or decrease as per extant instructions/Act/Rules in this regard.

**39.0 ASSESSMENT OF ROCK REQUIRING BLASTING:**

39.1 Assessment of quantities of rock requiring blasting shall be based on cross sectional measurements. Where such measurement is found to be difficult, as in the case of isolated boulder, payment shall be based on stack measurement of blasted rocks/boulders subject to deduction of 25% volume towards voids. The classification of soil and certification thereto only to be done by Dy. Chief Engineer or higher Engineering officials in charge of the work.

**40.0. APPROVAL OF SAMPLES OF MATERIALS**

All materials to be used in the work by the contractor shall be subject to the prior approval of the Engineer-in-charge of the work. Before using in the works, the contractor[s] shall submit samples of materials and arrange for the supplies, for the work only, if the same are approved.

**41.0 IS CODES/IRS's SPECIFICATIONS.**

41.1 [i]Whenever any reference to Code, Specification, Act, etc. is made in the documents, it shall be taken as a reference to the latest version thereof, including all amendments and corrections thereto or otherwise specified.

41.2 [ii]The Contractor shall not be entitled to any extra payment on any account for compliance with the various provision of I.S. Specifications and Additional Special Conditions. The rate

indicated in the Schedule shall be deemed to include all works required to be done in compliance with the specifications.

**42.0 PRE-CAUTION TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS.**

- 42.1 Vulnerable locations where construction work adjacent to running line can cause accident should be protected by suitable strong barrier which should be included as a paid item in contract schedule. These locations should be decided by Executive In-charge of the work at the beginning of construction and intimated to contractor in writing.
- 42.2 The barrier should be painted by retro-reflective paint at suitable interval to give warning at night.
- 42.3 No work adjacent to running track should be carried out at night without express written authority from the Engineer In-charge of the work. In fact, no contractor should do any kind of night working unless the Executive Engineer In-charge of the work gives the specified spots according to priority of work where night working has to be done. These spots should be well lit at night. In addition, the work should always; be done under supervision of Railway supervisors in addition to Contractor's supervisors. Suitable Railway personnel should be posted at site with safety equipment's like banner flags, hand signal flags, hand signal lamps and detonators to arrange protection of trains. The Railway supervisors in charge of such work should also give suitable message to adjacent stations as well as through control for issuing caution orders to the trains approaching the work site. For this purpose, he should be equipped with field telephone/walkie talkie set.
- 42.4 The Contractor shall not allow any road vehicle belonging to him or his suppliers etc., to ply in railway land next to the running line. If for execution of certain works viz, 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 and No. of individual vehicles, names and License particulars of the drivers, location, duration and timings for such work/movement. The Engineer in Charge or his authorised representative will personally counsel, examine and certify, the road vehicle drivers, Contractor's flagmen and 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.
- [ i ] The road vehicles will ply only between sunrise and sunset.
  - [ ii ] Nominated vehicles and drivers will be utilised for work in the presence of at least one flagman and one supervisor certified for such work.
  - [iii] The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and up to minimum 3.5m clear of track centre, shall be done only in the presence of railway employee authorised by the Engineer-in-Charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Railway.
  - [iv] The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and new and also damages to railway and its passengers.
  - [v] The Contractor shall also be bound by the provisions of this agreement to ply the road Vehicle only with adequate margin of safety, well clear of the fixed structure profile of infringement, as stipulated in the rules made under the Indian Railway's Act and to seek and be guided by the Signals and other directions of any look-out men or other personnel retained for the purpose of ensuring safety, and to ensure extra care and vigilance while turning, reversing or moving the road Vehicles in any other manner at an inclination to the running Railway Track or the siding as the case may be. The Contractor shall employ necessary look-out; men also at his own cost, irrespective of any other arrangement that Railway may make in this regard.
  - [vi] Any breach of these conditions by the Contractor and/or his agents affecting the safety of movement of Trains, Engines, or other rolling stock of the Railway shall constitute a breach of Contract by the Contractor entailing liability with termination of contract for default on the part of the Contractor.

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

**43.1 Tenderers are advised not to put their own special conditions particularly related to specification and nature of work.**

However, in tenders of special nature like in-situ flash butt welding, Fusion welding of by Alumino Thermit process, fabrication and launching of steel girder, box pushing, epoxy grouting in distressing bridges, sinking of tube well etc., the condition quoted/clarification

sought by the tenderers along with their offer should not be considered as "Conditional tender/offer". However, the same shall be evaluated and considered by the Railway as per the extent provisions.

**44.0 Payment of advances to contractors:**

- (a) **General:** The applicability of this clause to this tender is subject to high value of tenders of value **Rs.50.00 (Fifty) crore** and above each as mentioned in Chapter –I of these documents. The Railway may consider sanction of the advances to the contractors vide sub-clause (b) & (c) only for works of high value of Rs. **50.00 (Fifty) crore** and above each provided further that **the contractor has made a request with adequate justification for such advance(s) along with his tender. Request for grant of such advance shall not be entertained, if the same is made at any subsequent point of time.**
- (b) **Mobilization Advance:**  
This shall be limited to 10% of the Contract value and payable in 2 stages as indicated below:  
Stage 1– 5% of Contract Value on signing of the contract agreement.  
Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.  
The 1<sup>st</sup> stage of advance shall be payable immediately after signing of contract agreement.  
The 2<sup>nd</sup> stage of advance shall be payable at the time of mobilization, after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.
- (c) **Advance against Machinery and equipment:**  
This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee for full cost of the Plant & Equipment form a Nationalized Bank in India in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.
- (d) **Advance For Accelerating Progress of The Work During Course Of Execution Of Contract:-**  
This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by The General Manager on the recommendation of the Chief Engineer in charge, in consultation with the Associate Finance. While recommending this advance for sanction of General Manager, the Chief Engineer in-charge shall also confirm that progress of the contract work has been as per milestones/targets laid down and no extension to Date of completion of the contract has been given on contractor's account.
- (e) **Advance in Exceptional Cases:-**  
General Manager are further empowered to grant advances in exceptional cases upto a maximum of Rs. 20 lacs in respect of even contracts of value of less than Rs. 50 crore, if considered absolutely essential, depending on the merits of each case and circumstances in each situation, to be recommended by the Chief Engineer in-charge and in consultation with the Associate Finance.
- (f) **The Above Advances Are Subject To the Following Conditions:-**
- (i) The advance shall carry an interest at the rate to be decided by the Railway Board and communicated at the beginning of every financial year, to be applicable for tenders to be opened in that financial year.
  - (ii) Advances except those against machinery and equipment, shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSCs) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest). The Bank Guarantee shall be from a Nationalized Bank in India or State Bank of India in a form acceptable to the Railways.
  - (iii) The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will be on pro-rata basis.
  - (iv) That the grant of advance is primarily in Railway's own interest.
  - (v) That a contract does not receive advances for same work from different officers.
  - (vi) That arrangements are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances and
  - (vii) That all necessary precautions are taken to secure Government from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper of the work.
- (g) **Method of Recovery of Interest:-**  
Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

The Bank Guarantee for such advances shall clearly cover at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

**(Authority:** Railway Board's letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 27.04.2022).

#### **45.0 Stage payment on supply of steel:**

This clause will be applicable for works contract of value more than **Rs.15.00 (Fifteen)** crore each. Stage payment will be applicable for steel physically brought by the contractor to the site (even before its actual use in the work), subject to the following aspects:-

- a) The material shall be strictly in accordance with the contract specifications.
- b) The tender schedule shall provide for individual NS rate to be quoted by the tenderers for steel separately.
- c) The material shall be delivered at site and properly stored under covered sheds in measurable stacks.
- d) The quantities of materials shall be brought to the site only in such instalments that would facilitate smooth progress of work and consumed in reasonable time.
- e) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.
- f) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an indemnity bond in prescribed format.

#### ***Indemnity Bond Performa is available at Annexure-4 of Chapter-5***

- g) Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.
- h) Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract the balance payment shall be released only after the material is actually consumed in the work. .
- i) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.
- j) The quantity of steel to be brought to site, and for which stage payment will be admissible, shall be worked out by the contractor in consultation with the Engineer, for the first quarter, from date of issue of LOA + 15 days. Subsequent supply to site shall be done with approval of Engineer, on a quarterly basis, based on actual progress.

#### **46.0 REFUND OF PERFORMANCE GUARANTEE (P.G)**

The Performance Guarantee (P.G) shall be released after satisfactory completion of work based on the 'Completion Certificate' as issued by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract, if this Competent Authority is of the rank lower than JA Grade, and then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter-alia, should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the Performance Guarantee (P.G), an unconditional and unequivocal no claim certificate from the contractor concerned shall be obtained.

**No interest will be payable on the Performance Guarantee (P.G).**

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

#### **47.0 Reconciliation of disputes: (This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore)**

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

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

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

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

The conciliation proceedings shall be terminated as per section 76 of "The arbitration and Conciliation Act, 1996.

**47.1 Matters Finally Determined by the Railway:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's

representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45 (i) (a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63 (iv) and 63.2.11 of Standard General Conditions of Contract or in any Clause stated as excepted matters of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

- 47.2** Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.
- 47.3** Any dispute/s if not settled with the Engineer, shall be referred to DAB.  
The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.
- 47.4** The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.
- 47.5** If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.
- 47.6** The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.
- 47.7** Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:  
"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."
- 47.8** Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:  
"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."
- 47.9** The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings
- 47.10** No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.
- 47.11** In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed

- 47.12** Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 47.13** In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- 47.14** The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.
- 47.15** The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties
- 47.16** It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

**48 : Demand for Arbitration:**

- 48.(1) (i) (a) :** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 47.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- 48 (1) (i) (b)** Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contacts/tenders, especially in large contracts.
- 48 (1) (i) (c)** As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).
- 48 (1) (i) (d)** inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.
- 48.(1) (ii) (a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.
48. (1) (ii) (b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure-6 of Chapter-5 of these conditions.
- 48.(1) (iii) (a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- 48.(1) (iii) (b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 48.(1) (iii) (c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
48. (1) (iii) (d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
48. (1) (iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
48. (1) (v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

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

**48. (3) Appointment of Arbitrator:**

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

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

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

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

- (i) Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in/pdf/Engineers.pdf>.
- (ii) A formal request for nomination shall be submitted to ICA, accompanied by:
  - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
  - b. A copy of the relevant contract and any supporting documents.
  - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- (iii) Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

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

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

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

discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

**48.(3) (c) (iii):** (i) Qualification of Railway Empanelled Arbitrator (s):

- (a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (b) Age of arbitrator at the time of appointment shall be below 70 years.
- (c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
- (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
- (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 48.(3)(a), 48.(3)(a)(i), 48.(3)(a)(ii) & 48.(3) (b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI of GCC shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

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

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

**48. (6):** The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure-6 of chapter-5 to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure Annexure-6 of chapter-5 to these conditions after/ while referring these disputes to Arbitration.



- 48. (7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of the standard General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 48.8** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.
- 49. ROYALTY:**
- 49.1** The minerals being used by the contractor should be purchased from valid authorized lease / permit holders / authorized dealers. It will be insured by Engineer-at-site. In case of Mooram & earth these permits can be obtained from District Mining officer after entering into an agreement with land holder from where mineral is to be extracted.
- 49.2** The Railway shall do the followings to prevent evasion of royalty seigniorage charge (if applicable) and illegal mining.
- i. Bill preferred by works contractor in which minor minerals has been used, must be accompanied with an affidavit form 'M' with particulars in form 'N' of the Rules along with a photocopy of said affidavit and particulars. Bill should not be entertained unless accompanied with aforesaid documents.
  - ii. The photocopy of the affidavit and the particulars received with the bill should be sent to District Mining Officer / Assistant Mining Officer within whose jurisdiction the mineral was allegedly purchased, for verification. If the said affidavit or information is found wrong, Mining Officer may take necessary / appropriate action against the contract as per rules.
- 49.3** Any increase in royalty, seigniorage charge (if applicable) after Tender Opening / Negotiation date shall be payable by the Railway. Similarly any decrease in Royalty shall be deducted from the contractor's bills by the Railway.
- 50.** 'Letter of credit' as mode of payment:
- (i) For all the tenders having advertised cost of Rs.10 Lakh or above, the contractor shall have the option to take payment from Railway through a letter of credit (LC) arrangement.
  - (ii) This option to taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railway by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
  - (iii) The option so exercise shall be an integral part of the bidder's offer.
  - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
  - (v) In case tenderer opts for payment through LC, following shall be procedure to deal release of payment through LC:
    - (a) The LC shall be a sight LC.
    - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
    - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
    - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.

- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railway's on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 1) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorisation, a copy of Document of authorisation shall be posted on IREPS to download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Account Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation. Bill of exchange and Bill.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Bank).
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total payment to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

**{Authority: Railway Board's letter no. 2018/CE-I/CT/9 dated: 04.06.2018}.**

**Annexure-1 to chapter-5 (AFF)****Facility has already been created on IREPS Module for online submission.****FORMAT FOR CERTIFICATE TO BE SUBMITTED/UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS (To be submitted online on IREPS Modules)**

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

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

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

Place:

SEAL AND SIGNATURE OF THE TENDERER

Dated:

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

**Annexure-2 to chapter-5**

**(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:

Date:

**Annexure-3 to Chapter-5****LCDA No. (18 DIGIT IPAS GENERATED NO.)****EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]****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 received  
 payment aggregating INR .....\$\$\$ ..... (FROM ABSTRACT OF BILL PASSED)  
 out of a total LC amount of INR .....(FROM MASTER TABLE OF LC OPENED)  
 ..... against the first/second” commercial Invoice No. (FROM IPAS)  
 \_\_\_\_\_ dated ----- FROM IPAS \_\_\_\_\_ for INR (FROM IPAS) -----  
 ----- raised against the above contract from State Bank of India -----  
 (branch- FROM 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 authorised Railway authority)

Name

Designation

Official Seal

\*\*\*\*\*

**Annexure-4 to Chapter-5**

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**  
**SPECIMEN FORMAT OF BANK GUARANTEE BOND**

1. In consideration of the President Of India (hereinafter called "the Government") having agreed to exempt ..... (hereinafter called "then said Contractor(s)") from the demand, under the terms and conditions of as Agreement dated ..... made between ..... and .....for ..... (herein after called "the said Letter of Acceptance/Agreement"), of **security deposit/performance guarantee/mobilization advance guarantee** for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Letter of Acceptance/Agreement, on production of Bank Guarantee for Rs..... (Rupees ..... We ..... (hereinafter referred to as "The Bank").  
 (Indicate the name of the Bank) at the request of ..... (contractor(s)) do hereby undertake to pay to the Government an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said **Letter of Acceptance/Agreement**.
2. We ..... (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said (contractor(s) of any of the terms or conditions contain in the said **Letter of Acceptance/Agreement** or by reason of the (contractor(s) failure to perform the said **Letter of Acceptance/Agreement**. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the (contractor(s)/\supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the (contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We ..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Letter of Acceptance/Agreement** and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said **Letter of Acceptance/Agreement** have been fully paid and its claim satisfied or discharged or till **FA&CAO/Con/ECR** office/Department Ministry of **Railway** certifies that the terms and conditions of the said **Letter of Acceptance/Agreement** have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.
5. We ..... (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said **Letter of Acceptance/Agreement** or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said **Letter of Acceptance/Agreement** and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the Constitution of the bank of the contractor(s)/supplier(s).
7. We ..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the ..... day of ... 20\_ \_

for

.....  
 (Indicate the name of Bank)

**Note:**

- i. The tenderer(s) are directed for submission of BG strictly as per Performa. Any delay in execution of agreement and repercussion there of arising out of variation from the prescribed Performa will be on account of the tenders/contractors.

- ii. 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

**Annexure-5 to Chapter-5****PROFORMA OF IDEMNITY BOND**

Indemnity for Safe Custody of Reinforcement steel/Structural Steel as per Special Conditions of Contract Agreement No. dated: \_\_\_\_\_ for the work “ \_\_\_\_\_ ”

We (Name of Contractor) .....  
 .....hereby undertake that we shall hold at our Workshop at -----  
 for and behalf of the President of India and in trust for him the stores/articles(mentioned in annexure, details to be given for quantity for each section and grade) which may be and/or which has been made over to us, in connection with “-----“ against the contract agreement No..... Dated.....

2. We shall be and remain absolutely responsible for the safe custody and protection of the said stores and articles against all risks, whatsoever, till those and assembled in the bridge to be fabricated against the above mentioned contract and duly delivered to the President of India or to his representative as he may direct and as such do hereby indemnify the president of India against any loss and/or damage to the said stores and articles while in our possession/custody. The said stores and articles shall however be at all times, open to the inspection by officers who may be authored on that behalf by ministry of Railways or its nominee.

3. Should however, at any time any loss or damage to as aforesaid, occurs or a refund become otherwise due to the President of India, he or his representative shall be entitled to recover from us compensation for, and in respect of such loss or damage, if any, or the amount to be so refunded without prejudice to any other remedies which may be otherwise available to the said president of India by way of deduction from any sum due to/or any sum which at any time hereafter may become due to us under this or any other contract.

In the event of any loss or damage as aforesaid, the assessment of such loss or damage and the assessment of the compensation therefore would be made by the President of India or his authorized nominee and the said assessment would be final and binding upon us.

For.....

**DECLARATION FORM**

For receiving materials from the Railways by the Firm.

“I/We hereby solemnly declare that the .....(Material) obtained is required for the purpose of Manufacturing .....(finished product) against Contract Agreement No..... dated.....The .....(material) will not be utilized for any other purposes or other wise disposed of without the prior approval of the president of India/Railways or his nominee”

***Note: - This Performa is only for guidance and may be changed/amended at any stage at the discretion of Engineer. This is to be submitted on stamp paper of appropriate value at the Contractor's cost.***



**Annexure-6 to Chapter-5**

Reference Para 64.3 &amp; 64.6 of GCC 2022

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

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

Brief of claim:

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

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

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

Signature of Claimant\_\_\_\_\_ Signature of Respondent \_\_\_\_\_

**Agreement under Section 31 (5)**

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

Signature of Claimant\_\_\_\_\_Signature of Respondent\_\_\_\_\_

\*Strike out whichever not applicable.

**Annexure-7 to Chapter-5****PROFORMA OF INDEMNITY BOND (To be typed on non-judicial Stamp Paper worth Rs. 300/- and should be attested by Notary Public or a First Class Magistrate)**

This Indemnity bond executed on this \_\_\_\_ day of \_\_\_\_ by (name of Contractor and address) \_\_\_\_, herein referred as the Indemnifier (which expressions where the context so admits or requires shall be deemed also to include their representatives and assignees) of the one part in favour of \_\_\_\_\_ (hereinafter referred as the Railway) of the other part.

Whereas, the tenderer (name of contractor) undertake to abide by all the provisions contained in the following laws:

1. Minimum Wages Act 1948
2. Apprentices Act 1961
3. Payment and Wages Act 1936
4. Contract Labour[Regulation and Abolition] Act 1970
5. Contract Labour [Regulation and Abolition]Central Rules 1971
6. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
7. Workmen's Compensation Act
8. Mines Act' 1952
9. The Building and other Construction Workers Act' 1996
10. The Building and Other Construction Workers' Welfare Cess Act' 1996

Whereas, the tenderer (name of contractor) is agreed to indemnify the Railway in case of failure to adhere to any of provisions of the aforesaid mentioned laws which are applicable to the Contract.

That tenderer (name of contractor) is also hereby agreed to indemnify the Railway for such loss sustained on account of non-adherence to above laws by way of amount equivalent to the loss suffered by the Railway.

That, tenderer (name of contractor) is hereby agreed to allow the Railway to deduct the equivalent amount from the running bills, SD, etc or as deem fit by Railway.

Now, this Indenture witnesses that the tenderer agrees and undertakes that he/they shall indemnify and keep indemnified the Railway from and against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges, expenses and penalties in connection with the aforesaid Acts which may be made or brought or commenced against the Railway or which the Railway may or may have to bear, pay or suffer, directly or indirectly.

In witness whereof the Indemnifier has put his signatures on the day and year first above written.

WITNESSES:

[name and address]

INDEMNIFIER

1.

2.

Place:-

Date:-

**Annexure-8 to Chapter-5****EAST CENTRAL RAILWAY  
TENDER FORM (First Sheet)**

Tender No. \_\_\_\_\_

Name of Work \_\_\_\_\_

To

The President of India

Acting through the \_\_\_\_\_, East Central Railway.

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/Submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not 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 up to ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer (s)  
\_\_\_\_\_

**Annexure-9 to Chapter-5****(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 ,

Acting through Secy. to CAO/Con/North,

East Central Railway

Mahendrughat, Patna

Beneficiary FA&CAO/Con/East Central Railway, Mahendrughat, Patna

Date:.....

**Bank Guarantee Bond No.:**

Date:-----

In consideration of the President of India acting through Secy. to CAO/Con/North, East Central Railway, Mahendrughat, Patna **(Designation & address of Contract Signing Authority)**, (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

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.....  
signature(s)

Bank's Seal and authorized

[Name in Block letters] .....

[Designation with Code

No.].....

[P/Attorney] No.

Witness:

Signature, Name & Address & Seal

Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

**Annexure-10 to Chapter-5**  
**Reference Para 16. (4) of GCC**

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,  
 Acting through .....  
 East Central Railway  
 Date:....

Surety Bond No:.....

Issue Date.....

Amount of Bond.....

Expiry Date.....

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

AND

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

SB No. ....

Date:-.....

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

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

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alin, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

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

**Notwithstanding anything to the contrary contained in these presents,**

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

Dated the day of .....

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

Place.....	Bank's Seal and authorized signature(s)
	[Name in Block letters].....
	[Designation with Code No. ].....
	[P/Attorney] No.
<b>Witness:-</b>	
1.	
2.	

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

**CHAPTER - 6**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]ADDITIONAL SPECIAL CONDITIONS OF CONTRACT i.e. [Technical conditions]**(A) Model Clause /Certificate to be inserted in tenders etc.**

(While adhering to the substance of the Order procuring entities and GeM are free to appropriately modify the wording of the clause/certificate based on me experience focal needs etc)

## Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II "Bidder" (including the term 'tenderer', 'consultant' or service provider in certain contexts) means any person or firm or company, including any member of consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, Including any agency branch or office controlled by such person, participating in a procurement process
- III. "Bidder from a country which shares a land border with India for the purpose of this Order means
  - a. An entity incorporated established or registered in such country
  - b. A subsidiary of an entity incorporated established or registered in such a country or
  - c. An entity substantially controlled through entities incorporated. Established or registered in such a country, or
  - d. An entity whose beneficial owner is situated in such a country, or
  - e. An Indian (or other) agent of such an entity, or
  - f. A natural person who is a citizen of such a country, or
 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of above will be as under:-
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons who whether acting one or together. or through one or more juridical person has a controlling ownership interest or who exercises con through other means.

**Explanation:**

- a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the Company.
- b. 'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person
7. (To be inserted in tenders for Works contracts, including Turnkey contracts) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Witness: -**

1. ....  
2.....

**Signature of Tenderer****Date: .....**



## (B) SPECIAL CONDITION FOR MEASUREMENT OF WORK BY CONTRACTOR IN WORKS CONTRACT

1. Measurement of work by contractor in works contract
  - 1.1. Measurement of work by contractor is allowed shall contain special condition to this effect, duly incorporating the provision of para E.1316A;
  - 1.2. Measurement recorded by the contractor shall be test checked by Railway within 45 days of submission of measurements;
  - 1.3. While processing 75% provisional payment bill, concerned executives shall ensure that supply items given by contractor are commensurate with requirement for execution of works.
2. **1316 A (Applicable for contracts where in the measurement of work by contractor is permitted):** Para 1316 of Engineering Code shall not be applicable for these contractors. For such contractors, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payments, test check and final payment shall be as follows:
 

**Contractor's Measurement Book:**

  - 2.1 Railway shall arrange contractor's measurement book (CMB), each having sheet No. 1A to 4A (Form E 1313), followed by 100 machine number pages (Form 1313, sheet No. 5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.
  - 2.2 CMBs shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page. Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15 mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35 mm clear margin to re-bind measurement books later on.

**Movement and upkeep of Contractor's Measurement Book:**

  - 2.3 Dy. Chief Engineer in charge of contract (Dy. CE/C) shall hand over required No. of CMBs to Assistant/Executive Engineer in-charge of contract (AEN/XEN) after taking receipt of the same on sheet No. 2A (Form E.1313) for further issuance to contractor time to time as per progress of work.
  - 2.4 CMB shall be registered with unique No. in the Register of Measurement Books (Form E.1314) maintained in the office of Dy. CE/C. Separate accountable of CMBs for each agreement shall be maintained in the office of Dy. CE/C and AEN/XEN.
  - 2.5 In case of change of 'contractor's authorized engineer', fresh approval shall be taken from Dy. CE/C before recording of measurement.
  - 2.6 While issuing the CMB to contractor, AEN/XEN shall take out sheet No. 2A to 4A from the CMB, take receipt of CMB from contractor on sheet No 3A (Form E 1313) and keep the same in safe custody.
  - 2.7 Similar system as for CMB, shall be followed for issuing Field Book/ Level Book (E.1317/A) to contractor for recording of levels in the field book/ level book.
  - 2.8 The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cutting shall be initial. No page shall be damaged/destroyed. No page shall be kept blank in between the measurements.
  - 2.9 The Contractor shall communicate the date of measurement to AEN/XEN in sufficient advance to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railways officials and test checked as prescribed.
  - 2.10 In on account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned on account contract certificate.
  - 2.11 However, in every 4<sup>th</sup> on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether

- to be paid or not in the current On Account Contract Certificate/ Final Contract Certificate.
- 2.12 No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4<sup>th</sup> bill shall be based on actual levels taken and detailed calculations carried out for the work done.
  - 2.13 The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to AEN/XEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurement with him for future reference.
  - 2.14 At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to AEN/XEN.
  - 2.15 The contractor shall submit required copies of invoice and on account contract certificate/final contract certificate (similar to form E.1337 and form E.1338) to the AEN/XEN duly marking them – original or duplicate copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.
  - 2.16 In case contractor required provisional payment of on-account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional Payment' on top of such on-account contract certificate.
  - 2.17 AEN/XEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, keep in the office of AEN/XEN.

**Release of Provisional Payment:-**

- 2.18 Senior Section Engineer / 'Junior Engineer with 5 years experience' (SSE/JE) and AEN/XEN shall sign & record a certificate on the original provisional 'on account contract certificate' as under:  
***"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor"***.  
 In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book / level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & AEN/XEN, to ensure that no excess payment is being made.  
 At this stage no test check of measurements by railway is required.
- 2.19 AEN/XEN shall keep a copy of contractor's invoice & Provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the Dy. CE/C unit for passing the bill and release of payment.
- 2.20 The Provisional on account contract certificate shall be passed by Dy. CE/C and payment shall be released by associate finance based on above certification of SSE/JE and AEN/XEN. After release of payment, blank sheet of CMB (if any) shall be crossed by Dy. CE/C before sending the measurement sheets back to AEN/XEN for carrying out required test checks. At this stage measurements shall not be crossed.
- 2.21 No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalised.

**Test Check:-**

- 2.22 Necessary test check shall be carried out by the SSE/JE and AEN/XEN for the works done before full payment of on-account contract certificate/ final contract certificate. SSE/JE and AEN/XEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools & plants to facilitate test check by railway officials

**The stipulated test checks for AEN/XEN and SSE/JE Level is tabulated as under:**

S.N.	Description of works	Test check in terms of % of value by	
		SSE/JE	AEN/XEN
(a)	Measurement of Ballast, pitching stone Earth work and hidden items	100%	100%
(b)	Measurement of all other items	100%	20%
(c)	Initial and final levels along centre line for earthwork in embankment and cutting	100%	100%
(d)	Intermittent levels along centre line for earth work in embankment and cutting	100%	20%
(e)	Initial, intermittent and final levels except centre line for earth work in embankment and cutting	100%	20%

**Note:** The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.

- 2.23 Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialled by SSE/JE.
- 2.24 The discrepancy noted (if any) during test check of recorded measurement shall be communicated by AEN/XEN to the contractor.
- 2.25 In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AEN/XEN.

### **Full Payment of On Account Contract Certificate/Final Contract Certificate**

- 2.26 AEN/XEN shall submit original copy of invoice and on account contract certificate of remaining amount/ Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and AEN/XEN to the Dy. CE/C for passing the bill and release of payment.
- 2.27 Once the payment is released, Dy. CE/C shall return back the used sheets of CMB to AEN/XEN for safe custody, duly crossing of measurements by finance officer.
- 2.28 Once all used sheets of a particular CMB is received back by AEN/XEN from Dy. CE/C, the AEN/XEN shall re-bind all 100 pages of CMB along with sheet No. 1A to 4A for submission of CMB to Dy. CE/C office. Dy. CE/C office shall record the receipt of same in sheet No. 2A of CMB and Register of Measurement Books (From E.1314).
- 2.29 The final contract certificate shall be passed by Dy. CE/C only after receipt of all CMBs (used/blank) from AEN/XEN.
- 2.30 The provision of this para 1316 A shall be applicable to all the department of Indian railways and to be executed through equivalent authorities of respective departments.

(C) **JOINT PROCEDURE ORDER (JPO) FOR UNDERTAKING EARTH WORK IN THE VICINITY OF ELECTRICAL, SIGNALLING & TELECOM CABLES/ ASSETS**

(Authority:- PCSTE/ECR's letter No. ECR/S&T/e-file 5954 dated 03.07.2024)

**Sub: Procedure for undertaking earth work/digging work/trenching work in the vicinity of Signaling, Telecom and Electrical cables/ other assets- preventative and post cable/ asset damage measures.**

Ref.: - (i) Rly. Bd's letter No. 2021/Tele/5(2)/3-Part (I) (3425647), NDLS dtd. 12.06.2023.

(ii) Rly. Board letter no.- 2020/Tele/11(6)/1(3329554) dated 02.12.2023.

Despite Railway Board circulars and JPOs, cuts in cables/ damage to the existing utilities due to construction activities such as multiple tracking, doubling, yard remodelling, additional loop/ longer loop work, station development, building construction, Tower/ Mast erection works, Electrification works, Drainage, water pipe line etc and such other works involving earth work/digging/ trenching work in vicinity of existing assets is a cause of concern. Directions were issued to prevent such cases from time to time including Railway Board JPO no. 2003/Tele/RCI1/1/Pt.IX, dated 24.06.2013 (Telecom Circular No. 17/2013).

Vide above ref (i) in suppression to above JPO, Railway Board issued guidelines for protection of cables while doing working in vicinity and advised Zonal Railways to issue JPO based on these guidelines.

The JPO is issued to describe the mechanism for different use cases to prevent damage to working asset during the work.

(1)	Divisions will upload updated Cable Route diagram for all types of cable (block section wise) on Home page of internet website of ECR ( <a href="http://www.ecr.indianrailways.gov.in">www.ecr.indianrailways.gov.in</a> ). The Executing Agencies may refer to this while executing the work.
(2)	<p><b>Leveraging Information Technology to permits cable cut using coordinated information system:</b></p> <p>(i) For all new/ existing works where trenching/ digging of soil/earth works is involved by any agencies of S&amp;T, Electrical, Civil Engineering, RVNL, IRCON, DFCCIL, private sector firms, etc., "Call Before u Dig" (CBuD) scheme to be implemented as per direction of Railway Board issued in this regard (as amended time to time). To implement the "Call Before u Dig" (CBuD) mobile app, it is mandated to include the CBuD model of working as a part of the tenders of all departments.</p> <p>(ii) Subsequently a joint survey between all assets owners and executing body will be undertaken. Based on this survey a detailed joint sketch plan indicating the presence of cables and their distance from the OHE pole should be prepared and jointly signed. This joint sketch should be available with asset owner as well the executing agency before taking up the work.</p>
(3)	<p><b>Where new works is being executed:</b> For all new works involving trenching/earth work of any kind, system of providing information to be given as per details given in S. No-(2) above. Joint survey by S&amp;T, Electrical and executing department indicating existing S&amp;T, Electrical and other cable should be undertaken. On basis of this survey, a joint sketch indicating items for shifting of existing S&amp;T &amp; Electrical cables should be prepared and it should invariably be made part of DPR and estimate with adequate fund provisioning in it. Trenching/Earth work should only be started/ undertaken when shifting/ relocation of cable and other infrastructure is ensured.</p>
(4)	<p><b>For all ongoing works:</b> For all ongoing/ existing works involving trenching/earth work of any kind, system of providing information to be given as per details given in S. No- (2) above. Further, provision of fund should be made either by sanction of work of cable shifting (if necessary) utilizing contingency/ supplementary/ revision of existing estimates where provision does not exist. Trenching/Earth works should only be started/ undertaken when shifting/ relocation of cable and other infrastructure is ensured. For this, following is to be ensured:-</p> <p>(i) Joint survey between S&amp;T, Electrical and executing department indicating existing S&amp;T, Electrical and other cable should be undertaken. This survey should also indicate the scope of earth work and area involved in the work. Based on this survey a detailed sketch plan indicating the presence of cables and their distance from the OHE pole should be prepared and jointly signed.</p> <p>(ii) On basis of this survey, cable/ asset shifting shall be done by executing agency and new cable should be kept ready in location box/relay hut/relay room for shifting. However, shifting of working circuits on new cable of Signal/ Telecom/ Electrical assets in location</p>

	box/ Relay room/ OFC Huts, other location, etc. shall be responsibility of concerned Sr. DSTE/ Sr.DEE in division.												
	(iii) Approval to be obtained by exercising activity at S.No-2 (i) above.												
(5)	<p><b>In case shifting of cable is not feasible</b> (due to any reason),</p> <p>(i) After the joint survey, detailed joint sketch plan as indicated in S.No.2 (ii) shall be prepared.</p> <p>(ii) In addition to this, lime marking or appropriate marker should be provided indicating presence of cables.</p> <p>(iii) The protection of cable shall be ensured by the executing agency taking all the precautions, preferably by manual method. The work should be carried out as per joint sketch taking care of exiting cables.</p> <p>(iv) However even upon taking all these precautions if cable gets damaged, due to any reason, it should be promptly informed to the concerned S&amp;T/Electrical staff / respective Control.</p>												
(6)	<b>Precaution to be taken during commencement of work:</b> All executing/ assets owners departments/ units should take precaution/ utmost care during execution of any work in vicinity of Railway Track. In this regard, Divisional control room of the respective deptt. shall inform all concerned about the ongoing works with its scope in the section by available means of communication to make them aware of the work being executed in section.												
(7)	<b>For trenching work on Railway land by agencies of Government (other than Railways)</b> i.e NHAI, State Govt, Private Companies/ agencies, etc., the system as elaborated in CBuD should be followed. Engineering department will be coordinating department with these agencies/ units.												
(8)	<b>Penalty for cutting/ damaging the Railway cable by firm/ contractor/ agency:</b>												
(i)	<p>Penalty should be levied on the contractor when they work without permission or resort to careless working without making proper arrangements for protecting cables and other utilities. Level of Penalty to be imposed for damages to cable/ utilities shall be as under:-</p> <table border="1"> <thead> <tr> <th>Cable Damaged</th><th>Penalty per location (Rs.)</th></tr> </thead> <tbody> <tr> <td>Only Quad cable or Signalling cable</td><td>1.0 Lakh</td></tr> <tr> <td>Only OFC</td><td>1.25 Lakh</td></tr> <tr> <td>Both OFC &amp; Quad</td><td>1.5 Lakh</td></tr> <tr> <td>Electrical Cable</td><td>1.0 Lakh</td></tr> <tr> <td>Telecom PIJF Cable</td><td>0.5 Lakh</td></tr> </tbody> </table>	Cable Damaged	Penalty per location (Rs.)	Only Quad cable or Signalling cable	1.0 Lakh	Only OFC	1.25 Lakh	Both OFC & Quad	1.5 Lakh	Electrical Cable	1.0 Lakh	Telecom PIJF Cable	0.5 Lakh
Cable Damaged	Penalty per location (Rs.)												
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Both OFC & Quad	1.5 Lakh												
Electrical Cable	1.0 Lakh												
Telecom PIJF Cable	0.5 Lakh												
(ii)	Necessary debit in this regard will be raised by the cable/utility owing department on the executing agency undertaking the work, who shall levy and recover the penalty from the defaulting contractor. The executing agency may make necessary provision in the contract to enforce the penalty.												
(iii)	For penalty to be imposed for each cable cut, a joint report should be prepared on the same day at the level of supervisors of executing unit and affected unit. Responsibility of unit to be fixed based on the joint note and joint sketch. If supervisor of executing unit refrain from signing of the joint note then DAR action may be initiated by concerned department against the associated supervisor.												
(iv)	The defaulting contractor/ agency/ unit (on basis of penalty imposed based on joint report) may appeal against the penalty. For this, they may apply to ADRM of the division through proper channel within one month of receiving the penalty notice along with complete documents and detailed justification. ADRM may enquire over the matter and decide on the appeal after consulting all concerned department/ documents. Decisions taken by ADRM shall be final and also be binding on all parties.												
(v)	In case of cable cut/ damage due to miscreant activity or anyone working without permission then information to be given by divisional Control of affected department to Security Control in division for instant preventive action followed by formal complaint by concerned SSE/JE of affected unit to concerned RPF Post for registration of criminal case. Thereafter, joint report should be prepared on the same day at the level of supervisors of RPF and affected unit (owner unit of asset). Case registered by RPF, being a legal procedure at disposal of the Court, would not be withdrawn.												
(9)	<b>Penalty not to be imposed in case of following:</b>												
	Where works are executed by authorized contractors of Railways/ department who have been allowed/ permitted to work in the location & firm is obeying all the prescribed Rules framed by Railways and as per joint sketch but it is found that incorrect cable marking is given by concerned affected department as per initial joint survey.												

**CHAPTER-7****GUIDELINES FOR PARTICIPATION OF JOINT VENTURE FIRMS IN WORKS TENDER.****(GCC Para -17 of July' 2022)****(Applicable for value more than Rs. 10 Crore Rly Bd letter No. 2002/CE-I/CT JV Pt. VIII dt. 14.12.2012)****JOINT VENTURE (JV) IN WORKS TENDERS**

- 1.0 Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.
- 1.1** Separate identity/name shall be given to the Joint Venture.
- 1.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 1.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 1.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 1.5** Bid Security shall be submitted by JV or authorized person of JV either as:  
 (i) Cash through e-payment gateway or as mentioned in tender document, or  
 (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender
- 1.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed alongwith the tender).
- 1.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 1.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 1.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 1.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 1.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP).. A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 1.11.1** Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

- 1.11.2** Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 1.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 1.12** Authorized Member - Joint Venture members in the JV MOU shall authorize Lead member on behalf of the Joint Venture to deal with the *contract*, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 1.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.
- 1.14** Documents to be enclosed by the JV alongwith the tender:
- 1.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents Shall be submitted:
- (a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
  - (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
  - (c) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
  - (d) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 1.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of "KARTA" of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 1.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
  - (ii) The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company.
  - (iii) A copy of Certificate of Incorporation.
  - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
- 1.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
- i. A copy of LLP Agreement
  - ii. A copy of Certificate of Incorporation of LLP.
  - iii. A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
  - iv. A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
  - v. An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- 1.14.5** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted.
- i. A copy of Certificate of Registration.
  - ii. A copy of Memorandum of Association of Society/Trust Deed.
  - iii. A copy of Rules & Regulation 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.

**1.14.6** *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.*

**1.14.7 All other documents in terms of explanatory notes in clause 2.0 of Chapter-3.**

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

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

**(a) For Works without composite components**

The technical eligibility for the work as per para 2.1 of Chapter-3, shall be satisfied by either the 'JV in its own name & style' or Lead Member of JV

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 2.1 of Chapter-3, 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 2.1 of Chapter-3, 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 2.1 of Chapter-3, 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 2.1 of Chapter-3, 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 1.15.1:

- 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.

**1.15.2** Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para **2.2 of Chapter-3**. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para **2.2 of Chapter-3**.

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.

**1.15.3** Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned as per para 2.3 of Chapter-3. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

**2.0. Participation of Partnership Firms in works tenders:**

- 2.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 2.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.



- 2.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 2.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
- If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- 2.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 2.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 2.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 2.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 2.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities:  
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - (b) Duration of the partnership deed and partnership firm agreement:  
The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the standard General Conditions of Contract.
  - (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
  - (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 2.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- (a) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
  - (b) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
  - (c) 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 liable for determination under Clause 62 of the standard General Conditions of Contract.
  - (d) All other documents in terms of explanatory notes in clause 2.0 of Chapter-3.

- 2.11 **Evaluation of eligibility of a partnership firm:** Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in para 2.0 of Chapter-3 above by the partnership firm.
- 2.12 **Advance 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 decided by Railway Board time to time. 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.

## Annexure JV – 1

**EAST CENTRAL RAILWAY  
CONSTRUCTION ORGANISATION**

**MEMORANDUM OF UNDERSTANDING [MOU] FOR JOINT VENTURE PARTICIPATION**  
[To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm].

**JOINT VENTURE PARTICIPATION  
BETWEEN**

[indicate the name of member] having its registered office at [indicate the address of the member] represented by their [indicate designation/capacity e.g Manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.], Shri. [indicate the name] aged about .....years, S/o Shri [indicate the name of father] resident of [indicate Address] [hereinafter known as authorized signatory of the member] in the capacity of Lead Member of the first part.

**AND**

[indicate the name of member] having its registered office at [indicate the address of the member] represented by their [indicate designation/capacity e.g manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.], Shri. [indicate the name] aged about .....years, S/o Shri [indicate the name of father] resident of [indicate Address] [hereinafter known as authorized signatory of the member] in the capacity of the constituent member of the other part.

**[In case of more than two members, include the details accordingly].**

Now, the Joint Venture Firm [JV] formed by the members i.e. [indicate name of lead member] and [indicate name of constituent member] and [indicate name of other constituent member] will be known as [indicate JV firm name and address].

The expressions [indicate name of the lead member] and [indicate name of the constituent members], shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns, and shall collectively be referred to as **“Joint Venture Firm”** and individually as the **“Member”**

WHEREAS; President of India, acting through Ministry of Railways, **East Central Railway, Construction Organisation** has invited Tender for “[indicate name of work as mentioned in Notice inviting Tender]”.

NOW, THEREFORE, THE MEMBERS AGREE AS FOLLOWS:

1. The **‘Members’** have studied the documents along with conditions and have agreed to submit their Tender as Joint Venture [JV] Firm with free consent.

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i] Notice inviting Tender,
- ii] Tender document and conditions given therein,
- iii] Any Addendum/Corrigendum issued by East Central Railway Construction organization, and
- iv] The Tender for work submitted by Joint Venture Firm through Authorized member.

2. [indicate the name of the Lead Member] shall be the **“Lead member”** of the JV Firm, for all intents and purposes having majority share [i.e 51% or more] and also indicate the share of other constituent members in JV firm and who have also satisfactorily completed the work as per technical and financial eligibility criteria as given under **“Guidelines for participation of joint Venture Firms in works tender” at chapter 7 of tender document.**

3. The ‘Members’ resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:

- (a) [indicate name and Address of Lead Member] **Share ....%**  
Lead Member
- (b) [indicate name and Address of Constituent Member] **Share ....%**  
Constituent Member
- (c) [indicate name and Address of Other Constituent Member] **Share ....%**  
Other Constituent Member

**4. JOINT AND SEVERAL RESPONSIBILITY**

The Members undertake that they shall be jointly and severally liable to the Railways for execution of the work in accordance with General and Special Conditions of Contract. The JV

members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

**5. ASSIGNMENT AND THIRD PARTIES**

No member of the Joint Venture firm 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 Railways in respect of the said tender/contract.

**6. AUTHORIZED MEMBER**

We, authorize [indicate lead member of JV firm nominated as authorized member], as **Authorized member** represented by their authorized signatory Shri. [indicate the name] to act on behalf of the Joint Venture Firm to deal with the contract, sign the agreement or enter into contract in respect of the said tender/contract, 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. However, authorized member shall not submit any such proposals, clarifications or commitments without securing clearance of other JV constituents[s].

All notices/correspondences with respect to the tender/contract would be sent by Railways **only to the authorized signatory of Authorized member at the address of JV firm**. All such notices/correspondences sent by Employer shall be legally binding on all the members of the J.V Firm.

**7. GUARANTEES AND BONDS**

Bid Securities and all bonds/guarantees to the Railways shall be submitted in the name JV Firm, which shall be legally binding on all the members of the J.V Firm.

**8. INDEMNITY**

Each member hereto agrees to indemnify the other members against its respective parts in case of breach/default of the respective part of the contract/tender of any liabilities sustained by the Joint Venture Firm.

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

**10. DOCUMENTS and CONFIDENTIALITY.**

Each member shall maintain confidentiality regarding the information related to the tender/contract, commercial and technical information received or generated in the course of preparation and submission of the Tender.

**11. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the members. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be [indicate the name of place]. Notwithstanding settlement of any dispute among the members of the JV Firm, the JV members shall ensure satisfactory completion of awarded work as per the contract with the Railways.

**12. VALIDITY**

This MOU shall remain in force till the occurrence of the earliest of the following,

- a. Tender submitted by the joint venture Firm is declared unsuccessful, or
- b. Cancellation/shelving of the work by the Railways for any reasons prior to award of work.
- c. In case, the Tender submitted by the joint venture Firm is declared successful; the validity of this MOU shall be upto the entire period of completion [inclusive of period of extension, if any] including maintenance period.

13. This MOU is drawn in .....number of copies with equal legal strength and status. One copy is held by [indicate name of lead member] and the other by [indicate name of constituent member] and [indicate name of other constituent member] and one copy submitted with the tender to Railways.

14. This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.

**15. NOTICES/CORRESPONDANCE**

All Notices/Correspondence by Railways in writing shall be sent by Fax, by registered post or commercial courier or Email.

[Indicate name of authorized signatory of authorized member, name and address of JV Firm with Fax number and Email]

**16. JV Agreement.**

On issue of LOA (Letter of Acceptance), the members of the JV to whom the work has been awarded, shall form a legal entity if not already formed, which shall have the same shareholding pattern, as was declared in the MOU/JV Agreement submitted along with the tender. This entity shall be got registered before the Registrar of the Companies under 'The Companies Act -2011' (in case of Company) or before the Registrar/Sub-Registrar under the 'Registration Act, 1908' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of 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 Deposit and other dues payable to the Contractor under this contract.

- 17.** We, the members of JV Firm shall furnish along with the tender, requisite documents as mentioned under para of GCC/2022 [as the case may be] of the Guidelines for Participation of J.V. firms in works tender.

**18. Declaration**

It is certified that we are not blacklisted or debarred by the Railways or any other Ministries/Departments/PSU[Public Sector Undertaking] of the Govt. of India/State Govt. from participation in tenders /contracts on the date of opening of Tender. Even no criminal case is pending either in our individual capacity or as a member of the JV Firm in which we were/are members. We have not suppressed any facts. If it is found that member or JV firm has suppressed any facts then Railway will be at liberty to take any penal action as deem fit.

IN WITNESS WHEREOF THE MEMBERS, have executed this MOU on [indicate day, month and year].

<p><b>[indicate name of authorized signatory]</b>  <b><u>[indicate name and address of lead member]</u></b></p> <p style="text-align: center;">[Seal]</p>	<p><b>[indicate name of authorized signatory]</b>  <b><u>[indicate name and address of constituent member]</u></b></p> <p style="text-align: center;">[Seal]</p>
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**Witness:**

1..... [Name and Address]

2..... [Name and Address]

**Place:**

**Date:**

\*\*\*\*\*

**Annexure JV - 2****JOINT VENTURE AGREEMENT FOR JOINT VENTURE PARTICIPATION**

**[The J.V. Agreement to be executed on non-judicial stamp paper of appropriate value, in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm and should not be more than six months old from the date of execution of the J.V. Agreement, on it]**

**JOINT VENTURE AGREEMENT****BETWEEN**

[indicate the name of member] having its registered office at [indicate the address of the member] represented by their [indicate designation/capacity e.g Manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.], Shri. [indicate the name] aged about .....years, S/o Shri [indicate the name of father] resident of [indicate Address] [hereinafter known as authorized signatory of the member] in the capacity of Lead Member of the first part.

**And**

[indicate the name of member] having its registered office at [indicate the address of the member] represented by their [indicate designation/capacity e.g manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.], Shri. [indicate the name] aged about .....years, S/o Shri [indicate the name of father] resident of [indicate Address] [hereinafter known as authorized signatory of the member] in the capacity of the constituent member of the other part.

**[In case of more than two members, include the details accordingly].**

Now, the Joint Venture Firm [JV] formed by the members i.e. [indicate name of lead member] and [indicate name of constituent member] and [indicate name of other constituent member] will be known as [indicate JV firm name and address].

The expressions [indicate name of the lead member] and [indicate name of the constituent members], and (indicate name of other constituent members) shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns, and shall collectively be referred to as **“Joint Venture Firm”** and individually as the **“Member”**

1. WHEREAS; President of India, acting through Ministry of Railways, **East Central Railway Construction Organisation** has invited Tender for “[indicate name of work as mentioned in Notice inviting Tender]”.

And Whereas, the above members to the Joint Venture Firm have submitted the tender in the name of the said JV Firm formed as per the MOU signed on dated..... and whereas the said tender has finally been accepted by the Railways vide Letter Of Acceptance No.....dated....., we [indicate name of the lead member], and (indicate name of constituent members) and [indicate name of the other constituent members], herewith sign the above formal JV agreement for registration of the above joint venture Firm viz [indicate JV firm name and address] and for entering into contract Agreement with the Railway.

2. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this J.V. Agreement.

- i] Notice inviting Tender,
- ii] Tender document and tender conditions given therein,
- iii] Any Addendum/Corrigendum issued by East Central Railway
- iv] MOU signed on.....by us.
- v] Tender submitted on our behalf by the Authorized Member.
- vi] Letter Of Acceptance issued by Railways.

3. The ‘Members’ have studied the documents, JV guidelines and have agreed to participate in submitting the ‘Tender’ jointly; signed the JV MOU and submitted the tender accordingly.

4. [indicate the name of the Lead Member] shall be the **“Lead member”** of the JV Firm, for all intents and purposes having majority share [i.e 51% or more] and also indicate the share of other constituent members in JV firm and who have also satisfactorily completed the work as per technical and financial eligibility criteria as given under the **“Guidelines for participation of joint Venture Firms in works tender” at chapter 7 of tender document.**

5. We, authorize [indicate lead member of JV firm nominated as authorized member], as **Authorized member** represented by their authorized signatory Shri. [indicate the name] to act on behalf of the Joint Venture Firm to deal with the *contract*, sign the agreement or enter into contract in respect of the said tender/contract, 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 tender/contract would be sent by Employer [Railways] **only to the authorized signatory of Authorized member at the address of JV firm**. All such notices/correspondences sent by Railway shall be legally binding on all the members of the J.V Firm.

6. The 'Members' resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:

- |     |  |                    |
|-----|--|--------------------|
| (a) | <u>[indicate name and Address of Lead Member]</u>              | <b>Share ....%</b> |
|     | Lead Member  |                    |
| (b) | <u>[indicate name and Address of Constituent Member]</u>       | <b>Share ....%</b> |
|     | Constituent Member   |                    |
| (c) | <u>[indicate name and Address of Other Constituent Member]</u> | <b>Share ....%</b> |
|     | Other Constituent Member                                       |                    |

7. The constitution of JV firm shall not be altered during the currency of the contract except when modification become inevitable due to succession laws etc. provided that the minimum eligibility criteria are not got vitiated. Failure to observe this stipulation shall be deemed to be breach of contract, which will entitle the Railway to take all consequential action as per contract conditions or as deem fit.

**8. JOINT AND SEVERAL RESPONSIBILITY**

The Members undertake that they shall be jointly and severally liable to the Railways for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof. The members solemnly affirm and declare that every possible care will be taken by them for ensuring satisfactory execution and completion of the work awarded under the contract.

**9. ASSIGNMENT AND THIRD PARTIES**

No member of the Joint Venture firm shall have the right to assign or transfer the interest, right or liability till completion of contract. If it is inevitable due to forced circumstances then it cannot be done without the written consent of the other members and that of the Railways in respect of the said tender/contract but in any case, contract has to be completed.

**10. GUARANTEES AND BONDS**

All bonds/guarantees e.g Performance Guarantee, Bank Guarantee etc. to the Railways shall be submitted by the JV Firm as per tender conditions, only in the name of J.V Firm.

**11. INDEMNITY**

Each member hereto agrees to indemnify the other members against its respective parts in case of breach/default of the respective part of the contract/tender of any liabilities sustained by the Joint Venture Firm.

**12. USE OF MACHINERY, INSTRUMENT, LABOUR FORCE etc.**

For the execution of the respective portions of works, the members shall make full arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. However, the members here to undertake that whatever the machinery, instruments, labour force, [including unskilled, skilled, inspectors, Engineer etc.] they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of any portion of the work, the member/members having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the members in Joint Venture Agreement shall hand over the same which shall be placed at the disposal of the other member actually executing that portion of the work at mutually agreed terms for the purpose of execution of the contract without any hindrance and obstacle

**13. DOCUMENTS and CONFIDENTIALITY.**

Each member shall maintain confidentiality regarding the information related to the tender/contract, commercial and technical information received or generated in the course of preparation and submission of the Tender and execution of contract.

**14. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the members. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be [indicate the name of place]. Notwithstanding settlement of any dispute among the members of the JV Firm, the JV members shall ensure satisfactory completion of awarded work as per the contract with the Railways.

**15. DURATION OF JOINT VENTURE AGREEMENT**

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 and till Security Deposit is released.

**16. NOTICES/CORRESPONDANCE**

All Notices/Correspondence by Railways in writing shall be sent by Fax, by registered post or commercial courier or email.

[Indicate name of authorized signatory of authorized member, name and address of JV Firm with Fax number and email]

**17. Governing Laws:** The J.V. Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.**18. Declaration:-**

It is certified that we are not blacklisted or debarred by the Railways or any other Ministries/Departments/PSU[Public Sector Undertaking] of the Govt. of India/State Govt. from participation in tenders /contracts on the date of opening of Tender. Even no criminal case is pending either in our individual capacity or as a member of the JV Firm in which we were/are members. We have not suppressed any facts. If it is found that member or JV firm has suppressed any facts then Railway will be at liberty to take any penal action as deem fit.

IN WITNESS WHEREOF THE MEMBERS, have executed this JV Agreement on

[indicate day, month and year]

[indicate name of authorized signatory]                      [indicate name of authorized signatory]

[indicate name and address of constituent member] [indicate name and address of lead member]

[Seal]

[Seal]

**Witness:**

1 ..... [Name and Address]

2 ..... [Name and Address]

Place :

Date :

[The J.V. Agreement should be got registered as per clause 17.11. of GCC 2022]

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**CHAPTER-8**

**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]  
ANNEXURES –A to M**

- |                          |  |
|--------------------------|--|
| <b>1. ANNEXURE – A:-</b> | <b>HISTORY SHEET OF THE TENDERER.</b>  |
| <b>2. ANNEXURE - B:-</b> | <b>Compliance of Eligibility criteria by the tenderer regarding execution of similar single work</b>                                     |
| <b>3. ANNEXURE - C:-</b> | <b>Compliance of Eligibility criteria by the Tenderer regarding contractual payments received</b>  |
| <b>4. ANNEXURE - D:-</b> | <b><u>DETAILS OF CONSTRUCTION MACHINERIES, TOOLS and PLANTS, VEHICLES ETC.</u></b>   |
| <b>5. ANNEXURE –E :-</b> | <b>DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND and PROPOSED TO BE ENGAGED IN WORK</b>                                    |
| <b>6. ANNEXURE - F:-</b> | <b>DETAILS OF WORKS COMPLETED DURING LAST 07 [SEVEN] YEARS, ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDER IS INVITED.</b> |
| <b>7. ANNEXURE - G:-</b> | <b>DETAILS OF WORKS ON HAND BY THE TENDERER[s]</b>   |
| <b>8. ANNEXURE - H:-</b> | <b>DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER[S] WITH TENDERER[S]</b>  |
| <b>9. ANNEXURE - I:-</b> | <b>LIST OF COURT CASES DURING LAST 3 YEARS</b>   |
| <b>10.ANNEXURE –J :-</b> | <b>LIST OF ARBITRATION CASES DURING LAST 3 YEARS</b>   |
| <b>11.ANNEXURE–K:-</b>   | <b>BROAD PLAN OF EXECUTION OF THIS WORK WITHIN THE STIPULATED COMPLETION PERIOD</b>  |
| <b>12.ANNEXURE -L:-</b>  | <b>DETAILS OF OTHER CREDENTIALS/FACILITIES AVAILABLE WITH THE FIRM/ CONTRACTOR</b>   |
| <b>13. ANNEXURE- M:-</b> | <b>DETAILS OF ANNUAL CONTRACTUAL TURNOVER.</b>   |

**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘A’**

**HISTORY SHEET OF THE TENDERER**

i]	Name of the Company	:
ii]	Address of Registered Office	:
	<b>Phone:</b> <b>Fax:</b> <b>e-mail ID:</b>	
iii]	Constitution of the Company/Firm	:
a]	Ownership particulars whether Private Ltd., Public Ltd., or Partnership firm or Proprietorship Firm or any other type duly supported by the documents such as Partnership Deed and Articles of constitution etc. as applicable.	:
b]	Name and address of collaborator[s]	:
c]	Nature of participation by collaborator[s] in share holding of the Company	:
d]	Extent and nature of proposed participation by collaborator[s] in execution of this work	:
iv]	Number of years the firm has been in operation in India under its present	:
v]	Any other information	

Signature of tenderer  
Along with Seal

**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]**

**ANNEXURE – B-1**

**Compliance of Eligibility criteria by the tenderer regarding execution of similar work:-**

1. Name and style of the contractor with address [Present tenderer]
2. Name and scope of the works executed
3. Authority who have awarded the contract.
4. Full address of the authority under whom the contract was executed.
5. Whether it is a Govt/Railway/Semi Govt organization.
6. Contractual Agreements No. and date.
7. Value of the contracts with following details:-
  - [a] Original value of the contract.
  - [b] Value of works executed and payment received
  - [c] Last sanctioned agreemental value in Rs.....
8. [a] Date of award of contracts.  
[b] Date of actual physical completion of works.
9. Details of copy of documents uploaded in support of Technical eligibility criteria.
  - [a] Certificate No. and date.
  - [b] Authority issued.
10. Declaration by the tenderer : I hereby declare that the information given above are true and the copy of the certificate enclosed is genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected and such liability will be compensated by me.

Name and signature of Tenderer  
along with Seal.

**N.B. :-**

- 1. Scanned copy of completion certificate duly signed on each page by contractors should be uploaded.**

**ANNEXURE – B-2**

**Statement of Bid Capacity:-**

The tenderer should submit details of existing commitments and balance amount of ongoing work as per Para 2.3 of Chapter-3.

Note:- 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.

**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘C’**

**Compliance of Eligibility criteria by the Tenderer regarding contractual payments received during the qualifying period i.e during the current financial year plus previous three financial years.**

1. Name and style of the Tenderer with address [present tenderer]
2. Amount of contractual payment received as per the audited balance sheet of the contractor [Tenderer].

**Year Amount of contractual payments received**

**Page Ref of Audited**

**Balance Sheet**

Current financial year	Rs.	F/ .....
3 <sup>rd</sup> Previous financial year	Rs.	F/ .....
2 <sup>nd</sup> Previous financial year	Rs.	F/ .....
1 <sup>st</sup> Previous financial year	Rs. _____	F/ .....
Total	Rs.	

3. [i] Name :-

[ii] Address:-

[iii] Phone No:-

[iv] Fax No:-

[v] e-mail ID:-

[of the Chartered Accountant who have audited the balance sheet.]

4. Declaration by the tenderer: I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer  
along with Seal

**N.B. :-**

**The tenderer shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance sheet duly certified by the Chartered Accountant etc.**

\*\*\*\*\*

**EAST CENTRAL RAILWAY  
[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘D’**

**DETAILS OF CONSTRUCTION MACHINERIES, TOOLS and PLANTS, VEHICLES ETC.**

**AVAILABLE ON HAND AND PROPOSED TO BE UTILIZED IN WORK**

Sl. No.	Description of equipments	Number available [Owned/hired]	Date of purchase	Date of manufacture	Make	How driven [i.e] Petrol/Diesel /electrical	Condition of the equipment	Where the equipment can be inspected
1	2	3	4	5	6	7	8	9

Signature of tenderer  
Along with Seal

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘E’**

**DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND and PROPOSED TO  
BE ENGAGED IN WORK**

Sl	N a m e	Age	Technical qualification[s]	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

Signature of tenderer  
Along with Seal

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘ F’**

**DETAILS OF WORKS COMPLETED DURING LAST 07 [SEVEN] YEARS, ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDER IS INVITED.**

[illegible]

Signature of Tenderer  
Along with Seal

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘G’**

**LIST OF ALL WORKS IN HAND OF THE BIDDER**

SN	Name of work	Total cost of contract value in Rs/- up to last sanctioned variation	Date of award month and year .	Completion period		Present progress		Value of total balance amount on date i.e different of last sanction variation and paid so far.	Value of existing commitments and balance amount of ongoing works with the tenderer upto date of inviting of tender
				Original	Extended	Financial	Physical		B
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
B=Sum of column (10)									

Signature of CA  
Along with seal

Reference—Para10.3 & 17.15.3 of GCC April 2022 of Annexure-I of ITT

Bid capacity formula =  $[A \times N \times 2] - 0.33 \times N \times B$

Provide value of A ( in Rs). .....

(Please fill this value as maximum value of Annex. C.)

Where,

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

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

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed Proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

Bid capacity ( in Rs)= $\{ (A \times N \times 2) - 0.33 \times N \times B \}$ Rs.....

Available Bid capacity ( in Rs) should be more than or equal to the total bid value of the present tender

- Note:**
- In case the tenders failed to submit the bid capacity statement along with the offer, their/his offer shall be Considered as incomplete and will be rejected summarily.
  - Please note all value in table are to essentially filled up.
  - Value in column-9 is full balance work if extended DOC is within completion period of this tender
  - If existing DOC of tabulated work is beyond the DOC of tender under consideration, then pro-rata amount of total balance as shown in column (9) be taken.
  - All period of time for calculation purpose be roundup to number of months to nearest integer.
  - THIS LIST MUST BE FILLED UP WITH DETAILS OF ALL WORKS IN HAND. ALL COLUMNS BE DULY FILLED UP.
  - Non submission of BID Capacity statement as explained at Para 2.3 of Chapter 3 & above, their/his offers shall be considered as incomplete & will be rejected summarily. Bid Capacity of all members in case of JV as detailed in Para 2.3 of Ch-3 be submitted in above format.**

Signature of CA  
Along with seal



**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘H’**

**DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER[S] WITH TENDERER[S]**

Sl	N a m e	Status with the tenderer	If working in Rly on the date of tendering, designation and place of posting	If retired on the date of tendering		
				Date of retirement	Status at retirement	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7

Signature of Tenderer  
Along with Seal.

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘ I’**

**LIST OF COURT CASES DURING PREVIOUS THREE FINANCIAL YEARS**

Sl	Name of work	Value of work	Name of Client Deptt.	Name of the Court	Date of institution of case	Relief sought from Court	Brief reason of dispute	Final/Present position of the case
1	2	3	4	5	6	7	8	9

Signature of tenderer  
Along with Seal

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘J’**

**LIST OF ARBITRATION CASES DURING PREVIOUS THREE FINANCIAL YEARS.**

Sl	Name of work	Value of work	Name of Client Deptt.	Amount and date of claim preferred	Claim of Deptt. if any	Brief reasons of disputes	Final/Present position of the case
1	2	3	4	5	6	7	8

Signature of Tenderer  
Alongwith Seal

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘K’**

### BROAD PLAN OF EXECUTION OF THIS WORK WITHIN THE STIPULATED COMPLETION PERIOD

[illegible]

Signature of Tenderer  
Along with Seal

**EAST CENTRAL RAILWAY**  
**[CONSTRUCTION ORGANISATION]**

**ANNEXURE – ‘L’**

OTHER CREDENTIALS/FACILITIES OF THE FIRM/CONTRACTOR [WHICH ARE NOT COVERED IN  
ANNEXURE-A TO ANNEXURE – K]

Signature of Tenderer  
Along with Seal.

**ANNEXURE – ‘M’**

Reference-Para10.2& 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC'2022

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

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

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

***SEAL AND SIGNATURE OF  
THE BIDDER***

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)***

**Special Condition & Specification for TRACK WORKS**

1. These special conditions & Specifications shall be read along with the set of tender documents and not in isolation there from.
2. The work shall be carried out according to the provisions of Indian Railway permanent way manual, Indian Railways Track Manual, Schedule of Dimensions General & Subsidiary Rules, and track circular/drawings issued up to the date of tender notice in addition to the books of reference. In case of contradictions, the decision of the Engineer shall be final. The contractor may obtain from or refer to these books in the office of CAO/CON or Dy.CE (CON)
3. The contractor shall carry out track works as per conditions and specifications of this chapter. The payments shall be made only as per P. way schedule of items and all expenses needed to complete the work shall be included in the rates quoted by the Tenderer in the various Schedules against Various items. The Tenderer is advised to understand and assess the work content involved in each item and quote accordingly.
4. The contractor shall at all times ensure safety of running trains.
5. Notwithstanding the provisions of clause 62 e g General conditions of contract 2001, which is a part of these documents, the railway reserves the right to terminate the contract with immediate effect without any notice of any kind what so ever, in cases where the contractor or his workmen, are found responsible for any act which makes the running of trains unsafe.
6. In case an accident occurs to a train at the work site and an Enquiry Committee is set up by the Railway to investigation the cause of the accident, the contractor shall co-operate fully with the enquiry committee and finding of the committee shall be final and binding on the Contractor, If contractor is held responsible for the accident, the contract is liable to be terminated with immediate effect, now withstanding the provisions of the General conditions of Contract 2001 in addition to the Railway being entitled to recovery of full loss suffered by the railway from the contractor,.
7. The track, which is open to & carries train services, is here in under called "running track.".
8. The contractor shall not start any work on running track or close to it without the permission of the Railway's supervisors at site and otherwise than under their supervision/Instruction. In case the Contractor for or his representative starts any such work in the absence of the supervisor and/of without his representative starts any such work in the absence of the supervisor and/or without his instruction / supervision, it shall be treated as unauthorized and illegal tampering of the track and the contractor shall be liable for action under the Indian Railways Act, Indian penal Code and other laws as applicable.
9. The work on the running track or the use of running track for carrying Dip-lorry, Material trolley, Rail dolly etc. is to be done only under speed restriction, look out caution, and/or block protection in accordance with rules laid down in the various books referred to above ensuring at all times that the track is safe for the passage of trains, and also ensuring that the trains are not detained.
10. Speed restriction, caution orders of traffic blocks, if and as required to carry out track works will be arranged by the railways. Actual availability of speed restriction, caution of traffic blocks in day .night will depend on flow of traffic and there may be variations in availability of the same vis-a-vis those planned. The wastage of labour, if any, occurring on account of non-availability of speed restrictions, caution order or traffic block would not be paid for. No claims on such account shall be considered. The contractor should take into account the probability of labour utilization depending on the above factors on the section where the work is to be done and quote his rates accordingly.
11. The contractor may also have to carry out works at night, depending upon the availability of blocks on running tracks, for which adequate lighting arrangement shall have to be done by the contractor.
12. The Engineer may refuse to allow the contractor to commence or carryout a work or part of it on or close to running track or to use the running track for any purpose if he considers that the labour, tools and other arrangements etc. of the contractor are not sufficient to complete the work in required time or to required quality. The decision of the Engineer in this regard shall be final & Binding on contractor.
13. The Railway shall arrange for protection of running track(s) by adequate flagmen, equipment, signals etc. as per rules, by their staff during the work by the Contractor,. The contractor shall also depute his own flagmen/ look out men.
14. Provision of temporary speed Restriction Boards, and their lighting etc. shall be arranged by the Railway.
15. The contractor shall proceed with the work in a systematic manner so as to ensure that the length of track under, and duration of speed restrictions, caution order and/or traffic blocks are minimum, in close co- operation, consultation and obedience of the Engineer, whose decision in these matters shall be final & binding on the contractor.
16. In case, any train is detained at the approach of a work site or a station on account of its passage being considered unsafe by railway's Supervisor due to bad workmanship or neglect of any kind on the part of the contractor or his workman or due to the contractor's being delayed, the Railway shall rectify the defects for ensuring safe passage of trains by any means considered expedient at the full risk and cost of the contractor. The Railway's decision in this regard shall be final & binding on the contractor.

17. The works shall be carried out in such a manner that there is no infringement to the Railway's Schedule of Dimension at anytime. All materials shall be kept secure and clear of the dimensions due to vibrations etc. of running trains or any other cause what - so - ever.
18. The Contractor shall arrange for adequate Look-out-men to warn his workers of approaching trains. No compensation will be paid by Railway in case of injury of due to contractors worker's and the contractor shall indemnify the Railways of any responsibility.
19. At each work site, the contractor shall employ and post sufficient but not less than one technical supervisor(s) who should have adequate experience in execution of track works. The name, technical qualification and details of experience of the technical supervisor (s) so employed shall be advised to the Engineer-in charge and his approval obtained for deploying such supervisor (s). Preference may be given to retired PWIs. P. Way Mistries or mates of railway. If in the opinion of the Engineer, any supervisor is not fit to be in-charge of the work, he shall be forth with replaced. In this matter, decision of the Engineer shall be final and binding on the contractor.
20. The Contractor's technical supervisor shall be present at the work site, at all times, when the work is being executed. Moreover, he shall always be available at call to meet any emergent situation at all times during the currency of the contract.
21. The contractor shall organise his work in a safe manner so that the labour is not injured during the work. The contractor shall provide adequate safety apparel like helmets, gloves, shoes to all his workmen. The contractor shall be fully responsible for making good any less/damages suffered by his workmen during the course of the work.
22. The contractor shall employ adequate number of workers, tools, plants, equipment etc. to give consistent and desired progress per day, and also to complete the assigned works on running tracks during the period of speed restriction/caution order/blocks.
23. Site order books, progress register and material issue register shall be maintained at site and entries will be recorded on day-to day basis in the registers and signed jointly by Railway supervisor and by contractor or his authorised representative. All details of various stages of work in various locations, e.g., resources deployed by contractor, progress of different stages of work, imposition and removal or speed restriction if required, measurement of track parameters, description and quantum of P.Way materials unloaded/loaded under block or without block at various locations account of released materials etc. shall be recorded therein, and the contractor shall always co-operate in this recording. If the contractor has any point to bring to Rly's notice. He shall be at liberty to record the same in the site order book.
24. The contractor may be required to suspend work on running lines or close to the same, during adverse conditions, such as heavy rains, dry hot weather, adverse traffic conditions etc. and no compensation shall be payable.
25. Railway will supply dip-lorries, track Jacks and Jim crows free of cost. The contractor shall be responsible for maintaining and repairing the dip-lorry/Jim Crows. Jacks during execution of the work and during the period the equipment is under his charge and shall return them under good working condition. however, in the event of non supply of this equipment. the contractor shall make alternative arrangement for doing the work and non-supply of these equipment shall not be a reason for not doing or delaying the work. All other equipment, tool/plants shall be arranged, operated & maintained by the contractor at his own cost.
26. For executing the works the contractor has to make sufficient arrangements of his own labours, consumables and all other equipments, tools, plants and machineries etc, as may be required for executing the work in a workman like manner as per specification/rules an desired progress or work.
26. All the tools. plants, equipments and other materials used by the contractor shall be of approved type only.
27. All PWay materials unless otherwise mentioned in the schedule, will be supplied by the Railway.
29. In case of loading and unloading from Railway wagon in any other manner all commercial formalities shall be observed. All demurrage/ warfage charges accruing due to neglect/delay of contractor shall be payable by the contract. the contractor should also sand the material after unloading at suitable place as directed by site-engineer.
28. To the extent feasible, information shall be given in advance of the expected arrival of loaded/empty wagons/trucks at the site and the contractor shall make all arrangements of equipments and men to handle them. contractor or his representative should be in regular touch with the Engineer or his representative to receive such information.
29. All materials, other than those, the transporting, loading unloading etc. of which is payable under various schedules of item, shall be supplied by the Rly to the contractor at the store of LOW/PWI/c at the places as mentioned in the schedule on issue note, and the contractor shall transport the same to the site of work including loading/unloading, crossing of lines etc. without any separate payment.
30. All materials should be handled with proper care to avoid any damage there to specially PSC sleeper and rails. Any damages caused in the process shall be made good by the Contractor.
31. Switches and crossings are delicate and require careful handling and any damage due to negligence of contractor shall be made good by the Contractor.



32. Same rate would applicable for new/old materials, no reduction being made in payable weight for old materials due to corrosion, wear etc. The payments shall be made on sectional weight basis without reduction of weight due to wear & tear, corrosions etc. or on actual weight basis as practicable.
33. A set of Tongue Rails for curved switches will be identified separately as left hand tongue rail or right hand tongue rail or right hand tongue rail and should be used correctly.
36. Track should be laid to the parameters as below :
- | S.N. | Parameters                    | Details  | Limiting value.                               |
|------|-------------------------------|--|---|
| a    | Sleeper to sleeper variation. |  | +/- 2mm                                       |
| b    | Cross-Level                   | To be recorded on every 4th sleeper  | +/- 3mm                                       |
| c    | Alignment                     | (i) On straight on 10 M chord<br>(ii) On curve on 20M chord for radius more than 600 M<br>(iii) for R less than 600M versine | +/-2mm over<br>+/-5mm equal to or<br>+/- 10mm |
| d    | spacing of sleepers           | With respect to theoretical spacing  | +/- 5 mm                                      |
| e    |                               | (i) Low Joints Not permitted<br>(ii) High Joints 2mm<br>(iii) Square ness of joint on straight                               | +/- 10mm                                      |
| f    | Expansion gaps                | From prescribed value at the temperature of laying   | +/- 2mm                                       |
37. While Linking/assembling of Track, pts. & X-ings, derailing switches, diamonds, which expansion joints, the following works shall be carried out for which no separate payments shall be made and cost of the same shall be included in the relevant item rates in schedule of items.
- All parts shall be cleaned with wire brush to remove rust and/or all kinds of foreign materials.
  - For PRC sleepers, ERCs and MCI should be thoroughly cleaned and grease should be applied on the central leg on ERC and eye of insert and then only clip should be driven. The grease should conform to IS 08-1981 (Specification for grease No. 0, graphite) and should be arranged by the contractor at his cost.
  - Fishplates, bolts and fishing planes shall be cleaned by wire brush, oiled and greased with approved quality of grease & oil.
  - Sleeper spacing should be marked with white paint on the web of the rail before insertion or spacing the sleepers.
  - All cuttings of rails, drillings of holes, auguring, driving spikes etc. as required shall be done with appropriate tools.
  - All fittings shall be fixed in a manner as prescribed in the various manuals /books/circulars mentioned in these documents.
  - All the works incidental to and/or necessary to give finished assembly shall be carried out.
  - All laying shall be done to proper geometry and alignment.
38. Linking of track shall be done in the following sequence manner.
- Ballast surface shall be brought to be horizontal level before taking up the linking of track. If required. De-kinking of rails by Jim crow to be done before fastening the rails to sleepers.
  - Marking of sleeper spacing on rails with approved quality of Paints arranged by the Contractor.
  - Crossing of fish plates and oiling of fish bolts with approved quality of grease and black oil shall be arranged by the contractor.
  - Provision of proper expansion gap as per IRPWM.
  - Sleepers shall be laid square to the rail.
  - All the P. way fittings shall be properly driven as specified in IRPWM.

Initial as well as additional packing shall be done in the following manner :-

- Squaring of Sleepers.
- Slewing of track to correct alignment.
- Gauging.
- Packing of sleepers.
- Re-packing of joint sleepers.

#### **Lead Chart :**

Before commencing the work of leading materials, a lead chart is to be done jointly by the Engineer-in-charge and the contractor and the same will be binding on the contractor for deciding the lead of materials.

39. A plain track means two rails of specified section placed on sleepers of specified type and density with all fittings complete, duly cleaned, greased as per specification capable of allowing

a train to run over it at unrestricted speed. A plain track may be straight or curve. It shall also include provision of appropriate curvature, super elevation etc.

40. (i) One set of crossing consists of :
- (a) Point and splice rails duly assembled to form Vee rail and fastened with necessary complement of wing rails with requisite number of long bolts, spherical washer, nuts etc. and check rails,
- OR,
- (b) Single monolithic cast manganese (CMS) crossing with checkrail.
- (ii) One set of assembled tongue rail consists of one tongue rail along with stock rail duly
- (iii) Assembled from SRJ to heel Block, With the necessary complement of special blocks, long bolts etc. Two sets of tongue rails with stretcher bars make a switch assembly. The switch assembly may be straight or curved. If curved, it may be left hand/Right hand.
- (iii) One turn out including switches, lead rails & crossing I.e. from stock rail joint to back of crossing. inclusive of all fittings, complete.
- (iv) One cross over consist of two turn outs, connected by a length of straight or curved plain track .Linking or turn out shall be paid for as linking of two turn outs plus the length of plain track in between the back of crossings or the two turn outs.
41. The railways shall give notice to the contractor 15 (Fifteen) days in advance regarding arrival of CSM machine for carrying out two rounds of packing & to make track fit for running of trains at a minimum speed of 80 Kmph. The contractor shall complete all the works required for final machine packing such as linking, ballasting & initial packing before arrival of CSM in order to achieve better quality & progress. Average progress of packing expected from the machine is 04 T/Km per day per round of packing. If average progress is less than 04 T/Km per day per packing due to fault of the contractor a penalty of Rs. 8140/- per day will be recovered from contractor's bill.

However if any failure is on account of railways such as machine breakdown etc. no penalty shall be imposed for that period of detention.

Decision of Railways in this regard shall be final & binding on the contractor.

**Witness: -**

- 1.
- 2.

**Signature of tenderer**

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

**SPECIAL CONDITIONS & SPECIFICATIONS FOR SUPPLY OF 50MM NOMINAL SIZE TRACK****BALLAST**

1. **CONDITION FOR SUBMISSION OF TENDER:** Each tenderer at the time of tendering shall submit the following.
  - 1.1 **For tender having “pure ballast supply tenders”, tenderer has to submit Lease from Mining Department for supply of ballast Quarry/Source (From where tender is being invited) or MOU/Agreement with lease holder for supply of ballast from Quarry/Source (From where tender is being invited) is required to be submitted, failing which tender will be summarily rejected.**
  - 1.2 The tenderer shall also furnish an undertaking that the ballast supply at all times will conform to specification for Track Ballast as specified by Railway.
2. **DETAILED SPECIFICATION :**

**GENERAL:**

  - 2.1 **BASIC QUALITY:** Ballast should be hard, durable and as far as possible angular along edges/corners, free from weathered portions of parent rock, organic impurities and inorganic residues.
  - 2.2 **PARTICLE SHAPE:** Ballast should be cubical in shape as far possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded/sub-rounded faces.
  - 2.3 **PHYSICAL PROPERTIES:** Ballast sample should satisfy the following physical properties in accordance with IS : 2386 Pt.IV-1963.

BG

Aggregate abrasions value	30% max
Aggregate impact value	20% max
Specific gravity	2.65

- 2.4 “The water absorption” tested as per IS : 2386 Pt. III 1963 should not be more than 1%.

- 2.5 **SIZE AND GRADATION OF BALLAST :**

Ballast should satisfy the following size and gradation :

- a) Retained on 65mm sq. mesh sieve 5% max
- b) Retained on 40mm sq. mesh sieve\* 40%-60%  
(for machine crushed ballast only)
- c) Retained on 20mm sq. mesh sieve Not less than 95% for hand broken and 98% for machine crushed

- 2.5.1 **OVER SIZE BALLAST:**

- i) **Retention on 65mm sq. mesh sieve :** A maximum of 5% of ballast retained on 65mm sieve shall be allowed without deducting of payment. In case of ballast retained in 65mm sieve exceeds 5% but does not exceed 10%, payment at 5% reduction in contracted rate shall be made for the full stack/wagon. Stacks/wagons having more than 10% retention of ballast on 65mm sieve shall be rejected.
- ii) In case of ballast retained on 40mm sq. mesh sieve exceed 60% limit prescribed in 2.5.1 (b) above, payment at the following reduced rate shall be made for the full stack/wagon in addition to the reduction worked out at (i) above.
  - 5% reduction in contract rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including)
  - 10 % reduction in contract rates if retention on 40mm sq. mesh sieve between 65% (excluding) and 70% (including)
- iii) In case of retention on 40mm sq. mesh sieve exceed 70% the stack/total ballast in the wagon shall be rejected.
- iv) In case of hand broken ballast supply, 40mm sieve analysis may not be carried out. The executive may however ensure that the ballast is well graded between 65 mm and 20mm size.

- 2.5.2 **UNDER SIZE BALLAST :** The ballast shall be treated as under size and shall be rejected if:

- i) Retention on 40mm sq. mesh sieve is less than 40%.
- ii) Retention on 20mm sq. mesh sieve is less than 95 % (for hand broken) & 98 % for machine crushed.

- 2.6 **METHOD OF SIEVE ANALYSIS :**

- i) Sieve sizes mentioned in this specification are nominal sizes. The following tolerances in the size of holes for 65, 40 and 200mm nominal sieves sizes shall be permitted.
 

65mm Square Mash Sieve	Plus Minus 1.5 mm
40mm Square Mash Sieve	Plush Mines 1.5 mm
20mm Square Mash Sieve	Plus Minus 1.0 mm

Mesh size of the sieve should be checked before actual measurement. The screen for sieving the ballast shall be of square mess and shall not be less then 100 cm in length, 70cm in breadth and 10 cm in height on sides.

- ii) While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.
- iii) The percentage passing through or retained on the sieve shall be determined by weight.
3. **SELECTION OF SOURCE:**  
Ballast shall be manufactured from good quality stone/boulders, satisfying the above-mentioned physical properties. Top layer of rock must not be used.  
Ballast should be pure that is should not contain, any inorganic residues and must be free from inferior or, harmful substances.  
Contamination of ballast with ground soil, etc. of the stacking area and/or other impurities shall not be allowed to take place during storage or stacking.

4. **SAMPLING AND TESTING:**

- 4.1 A minimum of three samples of ballast for sieve analysis shall be taken for measurement done on any particular date even if the numbers of stacks to be measured are less than 3.

4.2 **For tender having “pure ballast supply tenders”, tenderer has to submit Lease from Mining Department for supply of ballast Quarry/Source (From where tender is being invited) or MOU/Agreement with lease holder for supply of ballast from Quarry/Source (From where tender is being invited) is required to be submitted, failing which tender will be summarily rejected.**

- 4.3 In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

- 4.3.1 On supply of the first 100cum, the test for the for size, gradation, Abrasion Value, Impact Value and Water Absorption Value (if prescribed) shall be carried out by the railway Further supply shall be accepted only after this ballast satisfies the specification for these tests. Railway reserves the right to terminate the contract as per GCC at the stage itself in case the ballast supply fails to conform with any of this specifications.

- 4.3.2 Subsequent tests shall be carried out as follows :

Name of Test	Supply in wagons
Size and gradation test (i) No. of test ii) Size of one sample	One for each wagon ** 0.027 cum
Abrasion Value, Impact Value and Water Absorption test @ Testing Frequency.	One test for every 2000 cum

\*\* This sample should be collected using a wooden box of internal dimensions 0.3m X 0.3m X 0.3mm from different parts of the stack/wagon.0

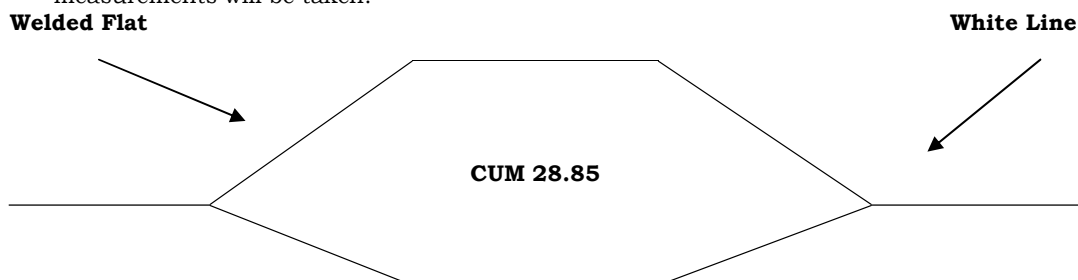
@ These test shall be done for the purpose of monitoring quality during supply. In case of test results not being as per the prescribed specification at any stage, further supplies shall be suspended till suitable corrective action is taken and supply is ensured as per specifications. The above test may be carried out more frequently if warranted at the discretion of Railways.

- 4.3.3 All tests for Abrasion Value, Impact Value and Water Absorption Value conducted subsequently to award of contract shall be done at Contractor's cost.

4.3.4 **For tender having “pure ballast supply tenders”, tenderer has to submit Lease from Mining Department for supply of ballast Quarry/Source (From where tender is being invited) or MOU/Agreement with lease holder for supply of ballast from Quarry/Source (From where tender is being invited) is required to be submitted, failing which tender will be summarily rejected.**

5. **METHOD OF MEASUREMENT :**

- i) In case of ballast supply taken by direct loading into wagons, a continuous white line should be painted inside the wagon to indicated the level up to which ballast should be loaded. The cubical content in cubic meter corresponding to white line should also be painted on both sides outside the wagon.
- ii) In addition to painted line, mentioned in Para 5.2(i), short pieces of flats (cut pieces of tie bars or otherwise) with cubical content punched should be welded at the center of all the four sides as permanent reference. In case the supply is taken in general service wagon actual measurements will be taken.



- iii) The Engineer will take measurement after conducting screening test in wagons in the presence of the contractor or his authorized representative.
- iv) If the ballast loaded into wagons is found to be not according to specification during the check by the AEN, the ballast shall be unloaded and removed the rejected ballast within 24 hours from the time of order for removal, the Railway will cause it to be unloaded and removed to such place as may be convenient to the Railway. For the quantity of the rejected ballast, the Railway shall recover the demurrage charges for the detention of the wagons, ground rent and the expenditure incurred by the Railways in unloading and removal of the ballast. The Railway shall not be responsible for any loss or any damage to the ballast so rejected.
- v) The measurement shall be recorded in measurement book and signed by the contractor and the Engineer before the departure of the ballast rake.
- vi) After the measurement have been taken, the AEN shall prepare issue-cum-receipt note and Challan in six (6) copies on identically numbered foils which will give quantities of ballast wagon wise. All copies of issue-cum-receipt and Challan shall be signed by the AEN and the contractor or his authorized representative. The issue-cum-receipt note and Challan shall be prepared before the wagons leave yard. One copy of the note shall be given to the contractor, one copy shall be retained by the AEN and one copy shall be sent to his district office along with measurements book. Three copies shall be sent to the consignee who will check the measurement on receipt and verify the same. The consignee shall send one copy duly verified to the consigners district office. One copy duly verified to his district office and shall retain the third copy with him. The process shall insure that the quantities of ballast are properly accounted for and necessary TS from one district to another are verified.

**5.1.1 SHRINKAGE ALLOWANCE :**

Payment shall be made for the gross measurement either in the stacks or in wagons without any deduction for shrinkage / voids. However, when ballast supply is made in wagons, shrinkage upto 8% shall be permitted while verifying the booked quantities by the consignee.

**6. ISSUE OF RMC :**

- i) RMC notes shall be handed over to the contractor by the AEN/XEN as approved nominated inspector indicating the consignee particulars. Acknowledgement of the contractor will be obtained in a register of RMC Notes maintained for the purpose. The contractor shall submit indents to the Station Superintendent/Yard Master within 7 days of issue of RMC notes by the AEN/nominated inspector and should follow up the supply of wagons against the indents submitted by him.
- ii) The contractor shall submit a monthly statement within 7 days after expire of each month to the AEN indicating the particulars of RMC received by him, indents placed against those RMC's the date of placements of wagons against those indents and the dates of loading into wagon.

**7. LOADING INTO WAGONS :**

- i) The term "wagon" used in this document shall include all types of railway wagons of the Railway.
- ii) The contractor shall load wagons to the full carrying capacity of wagon with loading tolerance of 2T which is equivalent to CC+4+2T load. With this permissible capacity , ballast in BOBY N can be loaded up to brim and will still remain within above permissible carrying capacity.
- iii) No payment shall be made for ballast loaded in wagons over and over the carrying capacity of the wagons plus permissible overload.
- iv) The loading of wagons by the contractor shall be governed by the rules of the Commercial Department of the Railway and the contractor shall be bound by the same. All the demurrage charges accruing due to neglect/delay of the contractor shall be payable by the contractor. For this purpose Civil Engineering Departments Hopper wagons shall be treated at par with Commercial Department box or similar type wagon.
- v) The ballast shall be loaded by the contractor at the quarry sidings.
- vi) It shall be the responsibility of the contractor to ensure that only the ballast which is passed by the AEN/XEN is loaded in wagon.
- vii) Density of ballast will be approved by Dy. CE/Con after joint verification/calculation by AEN/DEN and contractor or based on report of govt. institute. It is required for calculation of under load/over load as measurement is taken in volume.
- viii) Volume of ballast shall be calculated at the rate of 0.689cum per Metric Tonne (i.e. Bulk density is 1.45 Metric Tonne per Cubic Metre ), wherever such conversion is required for any purpose.

**Witness: -**

**1. ....**

**2.....**

**Signature of Tenderer**

**Date: .....**

## **Special condition and scope of work for detailed design of substructure, Foundation of Bridges.**

- 1.0 SCOPE OF WORK:
- 1.1 Preparation of general arrangement drawings (GAD) satisfying all the codal provision. Alignment Plan, L. Section, Geo-technical and hydraulic data etc. will be supplied by Railway.
- 1.2 Advise regarding the requirement of further geo-technical and/or hydrological survey/ investigation to be undertaken by Railway for the bridge.
- 1.3 Preparation of detailed design and drawings for the substructure of the bridge including wing/ return wall, boulder/stone pitching if required (i.e all structural components excluding super structure) etc. satisfying all the codal provisions.
- 1.4 Proof checking of the detailed design/drawings including foundation & substructure shall be done by IIT, NIT etc. The design and drawings shall be proof checked, approved and signed by the Proof Checking Engineer.
- 1.5 Bridges of other section may also be included in the scope of work at the time of execution of work with the approval of CAO/Con.
- 1.6 The agency shall arrange transport, lodging etc. In case of any visit of Railway official to the Design engineer or proof checking engineer for clarification of design/drawing.
- 1.7 No claims shall be admissible if Railways modifies any data supplied to the consultant before approval of GAD by the Railways.
- 1.8 No claim shall be admissible for any variations in bridge cost at the time of construction of bridge.
- 2.0 Penalties:
  - a) If initial design submitted by the consultant is not found technically correct, then 2% of the designs fee will be deducted.
  - b) If the second attempt of design also fails, further 3% of design fee shall be deducted.
  - c) If the successful and satisfactory design is not submitted even in the third attempt, further 5% of design fee shall be deducted.
  - d) If the design does not meet Railway's requirements in fourth attempt, Railway shall have the right to reject the design and consultant shall not be paid for the efforts made in the unsuccessful design.
- 3.0 CODES & SPECIFICATIONS:
- 3.1 All the designs are to be done using computer program as far as possible. The design is to be done as per the relevant IRS codes with up to date correction slips for Rail bridges. The design is to be done satisfying all the latest codal provisions & procedures. The latest guidelines or the provisions in manuals & schedules will also have to take into consideration in design. In case IRS code is not clear/silent then IRC codes are to be followed. In case IRC code is silent then BS-5400/BS Codes can be followed. In case of non-availability of any codes on the subject design matter, standard practices. Standard books can be followed with the approval of Chief Engineer.
- 3.2 In case of any disputes, Railway decision will be final.
- 3.3.1 The sub-structure of Railway Bridges as far as possible shall be designed for standard superstructures as per RDSO approved drawings.
- 3.3.2 A preliminary scheme of design will be finalized beforehand between Railways & designer with open scope of inclusion of any suggestion/modification etc. later on also.
- 4.0 OBLIGATIONS OF DESIGNER:
- 4.1 All minor modification which do not change the nature of general arrangement in design/drawings to suit the site conditions shall be carried out by the designer at no extra cost to Railway.
- 4.2 In case of non standard computer programs being used by the designer, the programs shall be supplied to Railways.
- 4.3 The designer shall supply two sets of drawings each at conceptual stage (submission of GAD) and construction stage. The tracing in original and triplicate shall be handed over to Railway after drawings fit for construction have been released after proof checking and approval of Railway.
- 4.4 Proof checking is to be arranged by the Agency from an independent agency in consultation with Railway.
- 4.5 The Railway reserves the right to get the proof checker changed in consultation with the agency.
- 4.6 All design calculation properly typed shall be submitted duly signed/stamped along with the drawings in duplicate in hard as well as soft copy.
- 4.7 Tenderer must have experience of Design & Drawing of Major and Minor Bridge.
- 5.0 OBLIGATIONS OF THE RAILWAY:
- 5.1 Co-ordination with the State Govt. & other authorities like PWD/Irrigation dept/Local bodies etc. for obtaining necessary details required for design work.
- 5.2 All related records and reports shall be made available by RAILWAY.
- 5.3 Railways shall supply all the relevant field data relevant field data required for the design of Bridges i.e. hydrological data, geo technical data, L-section etc.

Witness:

1.

Signature of Tenderer (s)

**SPECIAL CONDITION & SPECIFICATION FOR FABRICATION & ERECTION OF STEEL STRUCTURE**

**1. BOOKS OF REFERENCE:**

- (i) IR Specification for Fabrication of steel girder bridge & Locomotives turn tables- (fabrication specification) - SERIAL No. BI-2001 issued by RDSO.
- (ii) IS-800-1998.
- (iii) All IS & IRS specifications mentioned in RDSO Booklet serial No. BI-2001
- (iv) G.C.C. of Indian Railway.
- (v) Where any specification is in conflict with other standard the clauses of Fabrication & specification mentioned against Sl.No. (i) above shall prevail.

**2. DRAWING:**

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

**3. GUARANTEE AGAINST DEFECT :**

The Tenderer will be required to give guarantee for a period of 12 month beyond the DOC/Extended after completion of the work against any defect, that may develop either from bad materials supplied by the contractor or workmanship for which he may be held responsible.

**4. INCLUSIVE PRICE:**

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

**5. MATERIALS/FABRICATION/WORKMANSHIP/ERECTION:**

- 5.1 Fabrication workmanship and erection shall comply with RDSO fabrication specification Booklet Sl. No. Bi-2001.
- 5.2 Materials specification - Steel should conform to IS - 2062 - Gr B.
  - (i) Manufacturing - The whole work shall be representative of the highest class of workmanship. The greatest accuracy shall be observed in the design, manufacture and erection of every part of the work to ensure that all parts will fit accurately together on erection and similar parts shall be strictly inter changeable.
  - (ii) The contractor shall maintain steel tape of approved make for which he has obtained a certificate of accuracy from any National Test House or Govt. recognized institution competent to do so.
  - (iii) Rolled materials before being laid off or worked, must be made straight. If straightening or flattening is necessary it shall be done by method that will not damage the material. Sharp kinks and bents will be rejected.
  - (iv) Tolerance - the tolerance in fabrication shall be in accordance with as mentioned in - Appendix - II of RDSO' fabrication specification booklet B-1-2001.
  - (v) Fabrication records - the records of fabrication shall be maintained in the register as per format given in Appendix - 1 of RDSO's Booklet B-1-2001.
  - (vi) Flattening and straightening - All steel materials, plates, bars and structures shall have straight edges, flat surfaces and be free from twist. If necessary, they shall be cold straightened or flattened by pressure before being worked or assembled unless they are required to be of curvilinear form. Pressure applied for straightening or flattening shall be such as it would not injure the material and adjacent surfaces of edges shall be in close contact or at uniform distance throughout.
  - (vii) Flattening or straightening under hot condition shall not be carried out unless authorised and approved by inspecting officer.

- (viii) The tendering firm shall be from RDSO approved list of firms for Steel Bridge Girder; in case the tendering firm is not in the list of RDSO approved firms for Steel Bridge Girder, then he will have to get the Steel Girder manufactured through an RDSO approved firm in the RDSO approved premises only. Further subject to condition that tendering firm fulfils other Technical and Financial eligibility criteria, as prescribed by the Railways in the tender and the Steel Girder to be manufactured in the RDSO approved premises only.
  - (ix) The responsibility of custody of the materials, in Tenderer's workshop or at site will remain with tenderer till the completion of work and then handed over to the railway.
6. **Templates**  
The templates throughout the work shall be of steel. The templates shall be used for making of cutting materials and as well as profile machining for girders of railway loading. Templates shall be used for making of drilling holes in steel structure other than girder of Railway loadings. In case where actual materials from a bridge have been used as template for drilling similar pieces the inspecting officer will decide whether they are fit to be used as part of the finished structure.
7. **Methods of Measurements for fabrication of structural steel work & erection.**
- 7.1 Any steel work the weight of which differs by more than 2.5% from the calculated weight determined from the normal weight of the section shall be liable of rejection.
- 7.1.1 Payment shall be made on the tendered weight to be calculated in accordance with the nominal weight of the sections as specified in final working drawing or based on theoretical weights given in producers hand books and using minimum overall dimensions, no deductions being made for skew cuts, holes or notches. Each gusset shall be on the dimensions of smallest enclosing rectangle.  
An addition for welds and rivet heads should either be specified in the tender schedule or be made as follows :
- (a) 3% in case of riveted or composite (riveted or welded) work.
  - (b) 1% in case of purely welded work.
- 7.2 Should the actual weight fall short of the calculated weight by more than 2.5%, the material if accepted, will be paid for the actual weight only. Should the actual weight exceed the actual calculated weight, payment will be made for calculated weight only.
- 7.3 No separate payment shall be made for the field Rivets, Bolts, Nuts, wedges etc., and service accessories etc. required to complete erection at site with an allowance for waste etc.
- 7.4 In the event of a dispute arising as to the weight of a portion of steel work, a weightment shall be made in the presence of the inspecting officer.
8. **RIVETS & RIVETING:** Refer Fabrication specification Serial No. IRS-BI-2001 issued by RDSO-CL.23.1 to Cl 23.10 and appendix IV.
9. **BOLTS, NUTS & WASHERS:** Refer Fabrication specification Serial No. IRS-BI-2001 issued by RDSO - CL. 28-1 to CL 28.8
10. **WELDING:** Refer Fabrication specification Serial No. IRS-BI-2001 issued by RDSO-CL.26.1 to Cl 27.3 and appendix V.
11. **ALTERATIONS IN THE WORK :** Refer Fabrication specification Serial No. IRS-BI-2001 issued by RDSO-CL.53.1 to Cl 53.2 and appendix IV.
12. **ERECTION & EQUIPMENT:** Refer Fabrication specification Serial No. IRS-BI-2001 issued by RDSO-CL.21.1 to Cl 21.9 and appendix I
13. **ERECTION OF OPEN WEB GIRDER SPAN:** Refer Fabrication specification Serial No. IRS-BI-2001 issued by RDSO-CL.32.1 to Cl 34.8 and appendix III.
14. **HANDLING & STORAGE OF MATERIAL**
- (a) The material, on receipt at site, shall be carefully unloaded, examined for defects, checked, sorted and stacked securely on a level bed out of danger from flood or tide, and out of contact with water of ground moisture.
  - (b) Any material found damaged or defective shall be stacked separately and the damage or defective portion be painted in distinctive colour. Such material is to be dealt with under the orders of Engineer without delay.
  - (c) Care must be taken to see that parts at site are available in proper sections.



- (d) The tenderer shall unload the materials promptly, on delivery from the wagon /BFR's otherwise he shall be responsible for demurrage charges
15. **BEARING & ANCHORAGE:**
- (i) Bed plates and shoes shall be set level in exact position. They shall be given full and even bearing by setting them on a layer of cement mortar supplied by the railway as per provision and Instructions to Tenderers) after blocking them accurately as directed by the Engineer.
  - (ii) The tenderer shall drill the holes and set the anchor bolts except where the bolts are already built into the concrete or masonry. The bolt shall be set accurately and fixed with Portland cement grout EPOXY GROUT completely filling the holes.
  - (iii) Before grouting, the holes should be cleaned very carefully as such there should not be any deposit of and or rubbish etc. No extra payment will be made for that.
16. **TESTING:** Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO Cl.35.1 to CL 35.3 and appendix IV.
17. **CHECK TEST MADE AT CONTRACTOR:** Refer IR Fabrication specification Serial No. IRS-BI-2001 issued by RDSO Cl.36.1 to CL 36.2 and appendix IV.
18. **REMOVAL OF UNUSED MATERIALS ETC:**
- (a) The contractor shall take steps as desired by the Inspecting officer to ensure that rejected work is not resubmitted for inspection.
  - (b) On the completion of the work, the tenderer shall remove all his unused and surplus materials, paints and staging or other materials produced from his operation and shall leave the site in a clean and tidy condition.
19. **INSURANCE:**
- The contractor shall be responsible for all damages injury caused by their work or workmen to person, animals of things or to the work of other Tenderers and he shall affect any insurance necessary and held the employer free from all responsibilities in the respect. This insurance must be affected jointly in the name of the contractors and the East Central Railway and the policy lodged with the Engineer. The contractor is liable in respect of all or any expenses arising from and such injury to person or property as afore-said and also in respect of any claim made in respect of any award or compensation or damage, resultant from such claim.
20. **COMMENCEMENT OF THE ERECTION WORK AT SITE:**
- The contractor shall commence the erection work when and as soon as, but not until, he receives instructions from Dy. CE/Con in-charge to do so. On such order being given possession of site/authority shall be given to the contractor of such portion or portions of the site as the Dy. CE/Con may determine.
21. **CONTRACTOR TO STUDY DRAWING & SPECIFICATION ETC AND HIS LIABILITY:**
- The tenderer shall be responsible for close scrutiny of the drawing supplied by the Railway for any discrepancies, error or omission in the drawings or other particulars indicated therein and shall approach the railway immediately for rectification such discrepancies, errors and omission. In any dimensions/figure upon a drawings or plan differ from those obtained by calling the drawing or plan, the dimensions as figured upon the drawings of plan shall be taken as correct.
22. **CONTRACTOR TO SUBMIT HIS TIME TABLE :**
- (i) The contractor shall have to give to the Chief Administrative Officer/Con and Dy. CE/Con a monthly progress of work done during the month by the 4th day of the following month. He will also give to Chief Administrative Officer/Con through Dy. CE/Con the programme of coming month by 25th of each month. The programme will be subject alteration at the discretion of the CAO/Con, who may discuss such modifications or alteration with the contractor if he (CAO/Con) considers it necessary.
  - (ii) The time for any date of completion of the work as stipulated in chapter-II the Instructions to Tenderers shall be deemed to be the essence of the contract and the works must be completed in all respects not later than the date specified therein.
23. **ANY DOUBTED POINTS TO BE REFERRED TO THE ACCECPTING AUTHORITY/CAO/CON:**

Should there be any doubt or obscurity as to any thing to be done or not to be done by the contractor, or as to these instructions or as to any matter or thing, the contractor must set forth such doubt or obscurity in writing and submit the same to Chief Administrative Officer (Con) Only such reply as the said Chief Administrative Officer (Con) May be in writing given shall be taken as the authoritative interpretation of the point in doubt or obscurity. Neither the Engineer nor any servant in the employ or the Railway have or has any authority to make any representative of explanations to the contractor as to the meaning of the form of contract, General Condition and specification, schedule of quantities and rates, drawing or other documents or as to the condition of the work or site of as to the works, or as to these instructions or as to any other matter or things.

24. **LAND:**

The Railway administration will at his discretion arrange free of cost land to the extent separable for contractor's office at sites, field workshop, stores, assembly and erection yard. Land required by the contractor for labour or staff accommodation. or other purpose will have to be arranged by him at his own cost.

25. **TRANSPORTATION AND HANDLING OF MATERIAL & PLANT :**

The contractor shall be responsible to arrange at his own cost wagons (if required) or transportation or materials and stores (other than those which are being arranged by the railway) required for the works. The railway will however, render all possible assistance to him in getting allotment of wagons, but the Railway undertake no responsibility for delay in its supply. The contractor shall be responsible for all handling and timely loading and unloading as per railway commercial rule for public.

26. **ISSUE OF MATERIALS BY RAILWAY:**

If at any time any material or equipment which the contractor is required to arrange himself is supplied by the Railway either at the contractor's request or in order to prevent any possible delay in the execution of the works due to contractor's inability to make adequate arrangement for the supply, such material or equipments will be made available to or taken back from the contractor in the Railway's stores, Godown, All handling there from or there to will be the contractor's responsibility Recover of the cost of such supply will be made from the contractor's bills at the present market rate prevailing at the time or issue plus 5% on account of freight and 2% on account of incidental charges & 12.5% supervision charges. Any demurrage of other charges due on account of detention to wagon in loading or unloading will also be recovered from the contractor is not available in Railway's stock or the Railway decides not to supply the same be that for whatever reason, the quoted above or any other cost nor bill this fact be accepted as an excuse for delay in the execution of the work.

27. **LOADING :** Refer Clause 44.1 to 44.3 of IR Fabrication specification Serial BI-2001 issued By RDSO.

28. **MATALLISING WITH SPRAYED ALUMINIUM:** For above items refer IR specification for fabrication Serial No. IRS-BI-2001 issued by RDSO appendix - VII.

29. **FURTHER DRAWING AND INSTRUCTIONS:**

1. Accepting Authority/CAO (CON) shall have full power to make and issue further drawings or instructions or direction from time to time as may appear necessary and proper to the contractor for efficient construction completion and maintenance of the works. The contractor shall be bound by the same as fully as if they had been mentioned or referred to in the contract, and the contractor shall not be entitled to any extra payment in respect of any work or materials shown or directed.
2. The Tenderer's rate should provide for cutting M.S plates for making out M.S. Flats from plates, in case Ms. Flats are not available. No extra payment for such cutting and grinding that may be necessary for converting M/.S. Plates to Flats will be admissible.
3. If the works are required to be done in by Rly. Yard and Rly. Tracks are to be crossed, the tenderer shall inspect the site and make him thoroughly acquainted with site condition and quote proper rate including provision for making suitable facilities at site for the work.
4. The work shall have to be done in such a manner that the normal working of the Railway within the railway yard does not get disturbed. proper protection is to be ensured by the contractor for allowing their labourers to d\cross the Railway lines

with head-leads. No material/temporary structures should be kept adjacent to the running track within 3M from the center line of track which may infringe rail traffic. The contractor shall take necessary precaution to prevent/ cause damage to the Railway property & staff during the execution of the work. These precautions are in addition to provision of the standard conditions and Specification on safety requirement detailed in Chapter II.

## CHAPTER – 9

**East Central Railway  
(Construction Department)**

**E-Tender Notice No. ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:** - Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE OF ITEMS**

S.N.	Description of item	Rate (% above/below/at par)	
		In Figure	In words
SCHEDULE : A-1 (Deflection Test )			
1	Over all percentage increase/decrease/at par over the assessed rates based as per details in Annexure-A-1 (Approx. assessed cost <b>Rs.1,77,122.37</b> )		
SCHEDULE : A-2 (Fixing of Bearing)			
2	Over all percentage increase/decrease/at par over the assessed rates based as per details in Annexure-A-2 (Approx. assessed cost <b>Rs.7,84,460.86</b> )		
SCHEDULE : A-3 (Supply of Ballast)			
3	Over all percentage increase/decrease/at par over the assessed rates based as per details in Annexure-A-3 (Approx. assessed cost <b>Rs. 71,88,000.00</b> )		
SCHEDULE : A-4 (Pairing/Inserting of rail)			
4	Over all percentage increase/decrease/at par over the assessed rates based as per details in Annexure-A-4 (Approx. assessed cost <b>Rs. 3,07,860.00</b> )		
SCHEDULE : B-1 (Earth works )			
5	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-1 (Approx. assessed cost <b>Rs. 4,13,29,587.92</b> )		
SCHEDULE : B-2 (Bridge work )			
6	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-2 (Approx. assessed cost <b>Rs. 4,18,45,004.72</b> )		
SCHEDULE : B-3 (Rails, Sleeper, Fitting & T/O Renewals)			
7	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-3 (Approx. assessed cost <b>Rs. 28,727.99</b> )		
SCHEDULE: B-4 (Deep screening & Ballast related Activities)			
8	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-4 (Approx. assessed cost <b>Rs. 2,31,244.53</b> )		
SCHEDULE: B-5 (Welding activities )			
9	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/CPWD-DSR-2023. As per details in Annexure-B-5 (Approx. assessed cost <b>Rs. 37,037.35</b> )		

<b>SCHEDULE : B-6 (Activities and Maintenance at Construction Sites)</b>			
10	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-6 (Approx. assessed cost <b>Rs. 19,03,414.38</b> )		
<b>SCHEDULE : B-8 (Heavy Track Machines)</b>			
11	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-7 (Approx. assessed cost <b>Rs. 35,802.42</b> )		
<b>SCHEDULE : B-9 (Small Track Machines)</b>			
12	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-8 (Approx. assessed cost <b>Rs. 88,771.48</b> )		
<b>SCHEDULE : B-10 (Handling of Materials)</b>			
13	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-9 (Approx. assessed cost <b>Rs. 73,14,545.17</b> )		
<b>SCHEDULE : B-11 (L-Xing &amp; Bridge Related Activities)</b>			
14	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-10 (Approx. assessed cost <b>Rs. 51,52,604.64</b> )		
<b>SCHEDULE: B-12 (Supply of P. Way Materials)</b>			
15	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-B-11 (Approx. assessed cost <b>Rs. 11,18,881.73</b> )		
<b>SCHEDULE: D-3 (Masonry work)</b>			
16	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-D-1 (Approx. assessed cost <b>Rs. 2,24,396.46</b> )		
<b>SCHEDULE: D-4 (Concrete Work)</b>			
17	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-D-2 (Approx. assessed cost <b>Rs. 8,35,976.76</b> )		
<b>SCHEDULE: D-6 (Steel Work)</b>			
18	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-D-3 (Approx. assessed cost <b>Rs. 47,923.49</b> )		
<b>SCHEDULE: D-9 (Pile work)</b>			
19	Over all percentage increase/decrease/ at par over the		

	assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/ CPWD-DSR-2023. As per details in Annexure-D-4 (Approx. assessed cost <b>Rs. 2,10,430.35</b> )		
<b>SCHEDULE :C-1 (Supply of Cement )</b>			
20	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/CPWD-DSR-2023. As per details in Annexure-C-1 (Approx. assessed cost <b>Rs. 87,80,138.60</b> )		
<b>SCHEDULE : C-2 (Supply of Reinforcement)</b>			
21	Over all percentage increase/decrease/ at par over the assessed rates based on E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2021/CPWD-DSR-2023. As per details in Annexure-C-2 (Approx. assessed cost <b>Rs. 2,49,24,486.08</b> )		

1. Rates shall have to be quoted as percentage above/below/at par for each schedule separately. Tenderers are not required to quote item wise rates. In case any contractor quotes unified percentage for each schedule and item wise rates against individual items also, no cognizance would be taken for the item wise rates quoted by the contractors. However, railways reserve their right to cancel any tender where item wise rates have been quoted.
2. If any tenderer(s) wishes to give any rebate on the above rates quoted by him, the same shall be quoted by him in schedule-D attached. Rebate offered, shall apply in all the above schedules.

1.

**Signature of tenderer.**

2.

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

**EAST CENTRAL RAILWAY  
(Construction Department)**

**Schedule – ‘D’  
(REBATE)**

**E-Tender Notice No. ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

I/we offer general rebate of-----% (In figures) % -----(In words) as lump sum rebate on items of all Schedules.

**NOTES:**

- 1) If any tenderer wishes to give any rebate on the rate quoted by him the same can be filled by him in this schedule.
- 2) It is to be noted that such rebate if offer, shall apply on a rate quoted for all the item in all the other schedule of the tender documents. Such a rebate shall be totally unconditional.
- 3) In case a tenderer does not wish to give any rebate, he should write NIL in this schedule. In case nothing has been filled in by the tenderer in this schedule it will be treated as 'NIL' and shall be so recorded in the blank above at the time of opening of the tender by the Officials opening the tender.
- 4) If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.

**Witness**

1.

**Signature of tenderer**

2.

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

**Annexure- A-1****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No. ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: A-1 (Deflection Test)**

SN	Description of Item	Unit	Rate (Rs)	Qty.	Amount (Rs.)
01	Carrying out deflection test of the girders Etc. Note: The train of loaded wagon for the purpose of testing will be provided free of cost by the railway in time. All other arrangements will have to be made by tenderer. However no claim whatsoever can be entertained caused due to delay in providing train wagon load.	EACH	1,77,122.37	1	1,77,122.37
<b>Total of Schedule A-1</b>					<b>1,77,122.37</b>

**Note:-**

[1] Only one percentage is to be quoted.

**Witness:-**

- 1.
- 2.

**Signature of tenderer**

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



**Annexure- A-2****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: A-2 (Fixing of Bearing)**

<b>SN</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Rate (Rs)</b>	<b>Qty</b>	<b>Amount (Rs)</b>
1	Supplying, fitting and fixing in position true to the line and level of Roller & amp; Rocker Bearing for 61.0m span as per RDSO Drg. No. RDSO/B-17182/3 for 25T loading including all accessories as per drawings and technical specification complete in all respect including all taxes and transportation. One set consists of two Rocker and two Roller bearings.	SET	784,460.86	1	<b>784,460.86</b>
<b>Total of Schedule A-2</b>					<b>784,460.86</b>

**Note:-**

[1] Only one percentage is to be quoted.

**Witness:-**

- 1.
- 2.

**Signature of tenderer**

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

**Annexure- A-3****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: A-3 (Supply of Ballast)**

SL No.	Description of work	Unit	Rate	Qty.	Amount in Rs
1	"Supplying machine crushed track ballast 50 mm nominal size on cess/nominated places/location/stack yard all along the section as per Railway/RDSO specification for track ballast IRSGE-1 2016 with up to date corrections and as directed by Engineer or his authorized representative with contractor's own labour, tools, plants, machineries, transportation including all leads, lifts ascends, descends, clearance of site, crossing of multiple track, nallah or any other obstructions, handling/rehandling with all other incidental charges. The rate includes all charges like procurement of machine crushed ballast from Pakur/Sahebganj Range quarry, payment of royalty, GST, transportation from quarry to nominated stack location, all loading/unloading, Stacking, dressing and stacking etc. making and maintaining service roads, complete in all respect."	cum	4492.50	1600	7,188,000.00
<b>Total of Sch-A-3</b>					<b>7,188,000.00</b>

**Note:-**

[1] Only one percentage is to be quoted.

**Witness:-**

- 1.
- 2.

**Signature of tenderer**

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

**Annexure- A-4****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: A-4 (Pairing/Inserting of rail)**

SL No.	Description of work	Unit	Rate	Qty	Amount in Rs
1	Pairing of 90R/52/60Kg up to 20 rail panels for end matching complete in all respect.	TM	115.92	1000	115,920.00
2	Inserting 60/52 kg rail up to 20 Rail panel by removing existing rails 52 kg. This includes greasing of fish plates. ERCs oiling of bolts, provision of adequate gap joints complete in all respect. The released rails shall be carried forward as per direction of Engineer-in-charge.	TM	191.94	1000	191,940.00
<b>Total of Sch-A-4</b>					<b>307,860.00</b>

**Note:-**

[1] Only one percentage is to be quoted.

**Witness:-**

- 1.
- 2.

**Signature of tenderer**

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

**Annexure- B-1****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-1 (Earth work)**

<b>S N</b>	<b>Item / USSOR No.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Rate</b>	<b>Qty.</b>	<b>Amount</b>
	012010	Earthwork in cutting in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension and slopes to obtain a neat appearance to standard profile inclusive of all labour, materials, etc.				
1	012011	In all conditions and classifications of soil except rock	cum	112.56	240	27,014.40
	011030	Earthwork in filling in embankment, guide bunds, around buried type abutments, bridge gaps, trolley refuges, platforms etc. with contractor's own earth conforming to Soil Quality Class SQ1/SQ2/SQ3, after preparation of foundations as applicable, benching in existing banks wherever required, spreading in layers with motor grader, bringing the moisture content to OMC, mechanical compaction to specified density and dressing of bank to final profile as per RDSO Specifications: RDSO/2020/GE: IRS-0004 with latest correction slips. Note:1)Foundation preparation, Benching including additional earthwork on account of this etc.				
2	011032	Using Soil Class SQ2	cum	379.47	54400	20,643,168.00
3	012030	Mechanical manufacturing of blanketing material by using only hard and durable stone crushed in mechanical crusher to different gradations, wet mixing of the same in designed	cum	4,457.73	3960	17,652,610.80
	013020	Turfing/planting including all leads and lifts, and watering as required, until properly rooted. Note: Initial payment of only 40% will be made. The balance 60% shall be paid after completion of a 3-month maintenance period, subject to the turfing being properly rooted over the entire turfed area.				
4	013022	Turfing with planted doob grass.	100 sqm	8,082.82	14400	1,163,926.08

5	013090	Supplying, laying Non-woven Needle Punched and Mechanically or Thermally bonded type Geotextile for use as Separator/Filtration for Railway formation as per RDSO Specification No. RDSO/2018/GE:IRS-0004 - Part I made of Polypropylene / Polyethylene / Polyamide or combination there of having apparent opening size of less than or equal to 85 microns and elongation at failure more than 50% in both directions including transportation labour, lead & lift complete as directed by Engineer in-charge.				
6	013091	On top of subgrade or prepared subgrade before laying blanketing layer with minimum strengths in Grab test, Trapezoidal Tear test and Puncture test of 700N, 250 N and 1800 N respectively.	Sqm	168.76	8040	1,356,830.40
<b>Total of Schedule B-1</b>						<b>40,843,549.68</b>
<b>Add Escalation @ 1.19%</b>						4,86,038.24
<b>Grand Total</b>						<b>41,329,587.92</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-2****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-2 (Bridge Work )**

SN	Item / USSOR No.	Description of Item	Unit	Rate	Qty.	Amount
		Earthwork in excavation by mechanical means (Hydraulic Excavator)/Manual Means for foundations and floors of the bridges, retaining walls etc. including setting out, dressing of sides, ramming of bottom, getting out the excavated material, back filling in layers with approved material and consolidation of the layers by ramming and watering etc. including all lift, disposal of surplus soil up to a lead of 300m, all types of shoring and strutting with all labour and material complete as per drawing and technical specification as directed by Engineer in charge. Note: This item will be used for excavation work in connection with other miscellaneous works also like side drains, foundation for OHE masts and other miscellaneous structures in connection with Gauge Conversion, Doubling, New lines.				
1	022011	All kinds of soils	Cum	192.15	900	172,935.00
		Providing and laying in position Plain cement concrete of specified Nominal Mix for miscellaneous works like side drains, foundation for OHE masts and other miscellaneous structures excluding the cost of Cement, centering and shuttering - All work up to plinth level :				
2	022031	1:1½:3 (1 Cement: 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size)	Cum	4483.10	4	17,932.40

3	022032	1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size)	Cum	4663.17	45	209,842.65
		Providing and laying in position machine batched, machine mixed and machine vibrated Cement Concrete of specified grade as per approved Design Mix (mixed in Mobile Concrete Batching/Mixing Plant at site or RMC from approved plants) using 20mm graded crushed stone aggregate and coarse sand of approved quality for the following Reinforced cement concrete structural elements up to height of 9.0 m from foundation top level, including finishing, using Plasticiser in approved proportions (as per IS:9103), to modify workability without impairing strength and durability complete as per specifications and direction of the Engineer in charge. Note : 1. Payment for cement, reinforcement and shuttering shall be made extra under relevant item. 2. Plasticiser shall invariably be used in approved proportion to increase workability with minimum possible quantity of cement for all grade of Design Mix Concrete unless it is specifically approved citing reasons for not using plasticiser at the stage of Mix Design and in that case deduction shall be made as per relevant item.				
4	022051	Abutment & Pier	Cum	4777.56	65	310,541.40
5	022052	Wing wall and Return wall	Cum	4777.56	366	1,748,586.96
6	022053	Abutment cap, Pier Cap, Inspection Platform & Pedestal over Pier cap, Fender wall, Diaphragm wall etc.	Cum	4815.95	64	308,220.80
7	022054	Approach slab at formation level, Dirt wall/ ballast wall at formation level	Cum	4739.18	14	66,348.52
8	022070	Providing and fixing Weep Holes in Abutments, Wing walls and Return walls etc., of new bridges with 110mm dia UPVC pipe Type A ISI marked with all contractor's men, material, transportation, all taxes as	Metre	299.21	40	11,968.40

		per specifications and as directed by Engineer-in-Charge.				
9	022140	Pulse Echo Test (PET) for integrity testing of piles with contractor's men, materials and machines. The rate includes cost of Inspection of site, preparation of pile head and any other unforeseen cost required for the test, submission of reports in triplicate as per satisfaction of the Engineer in Charge.	Each	6626.51	2	13,253.02
		Earth work in OPEN excavation in foundation of bridges, for placing of well curbs of all shapes and designs in all kinds of soil including taking out the excavated soil, levelling, ramming of bottom of excavation and trimming of sides, returning the soil in layers, consolidation, disposal of surplus soil within a lead of 300m, including all lift, dewatering, shoring and strutting complete as per technical specification and as directed by Engineer in charge.				
10	023011	In all types of soils	Cum	288.22	250	72,055.00
		Providing and constructing Temporary Earthen Island / coffer dam for construction of well foundations of dia. up to 10m (longest dimension) , including bailing and pumping out of water, provision of sand bags, wooden ballies, sheet piling, earth, sand or any other suitable material, as required with all labour and material complete job.				
11	023021	For water depth up to 1.00m	Each	82784.7	2	165,569.40



12	023030	Supplying, Fabrication, assembly, erection & placing in position the cutting edge of well curb with structural steel including MS sheet/Plates of specified thickness for pier/abutment complete as per approved plans and as per direction of Engineering In charge including all operations like cutting, bending, straightening, drilling holes, bolting, riveting, welding, threading, jointing of steel sections including outer and inner plates liners and skin plates, stiffeners, hooks, bottle nuts, bond rods etc. as per design including all ascent, descents, leads, lifts, handing, re-handling, all other obstructions whatsoever, diverting channels, pumping / bailing out of water wherever required including cost of steel such as flats, sheets, angles, steel bars etc. with all labour and material as a complete job.	MT	149920.01	29	4,347,680.29
		Dry/Wet Sinking of Circular Wells (Other than pneumatic method) in all types of strata except hard rock requiring blasting including bailing and pumping out water, removal of excavated soil with all labour and material required for sinking as per drawing and direction of the Engineer in charge, disposal of surplus soil in the adjoining bank/embankment.				
13	023041	From initial level of cutting edge & up to 3m depth	Cum	183.61	240	44,066.40
14	023042	Above 3m to 10m depth	Cum	284.11	850	241,493.50
15	023043	Above 10m to 15m depth	Cum	329.68	602	198,467.36
16	023044	Above 15m to 20m depth	Cum	420.76	602	253,297.52
17	023045	Above 20m to 25m depth	Cum	693.52	602	417,499.04
18	023046	Above 25m to 30m depth	Cum	995.64	602	599,375.28
19	023047	Above 30m to 35m depth	Cum	1537.32	160	245,971.20

		Providing and laying in position machine batched, machine mixed and machine vibrated Cement Concrete of specified grade as per approved Design Mix (Cast in-Situ) using 20mm graded crushed stone aggregate and coarse sand of approved quality in the following elements of well including finishing, using Plasticiser in approved proportions (as per IS:9103), to modify workability without impairing strength and durability complete as per drawings and technical specifications as directed by Engineer. Note: 1. Payment for cement, reinforcement and shuttering shall be made extra under relevant item. 2. Plasticiser shall invariably be used in approved proportion to increase workability with minimum possible quantity of cement for all grade of Design Mix Concrete unless it is specifically approved citing reasons at the stage of Mix Design and in that case deduction shall be made as per relevant item.				
20	023091	In well Curb	Cum	5170.87	109	563,624.83
21	023092	In Steining of wells	Cum	5170.87	1576	8,149,291.12
22	023093	In Bottom plug for wells including arrangements for placing concrete under water with tremie or bottom opening skips.	Cum	5170.87	162.500	840,266.38
23	023096	In Well cap and corbel, if provided	Cum	4935.83	176.100	869,199.66
		Supplying and filling ordinary sand in between bottom plug and top plug in wells including all lead lift handling, re-handling, as a complete job as per specification and guidelines.				
24	023101	Using Sand from River Bed if suitable for filling	Cum	288.22	520	149,874.40

25	024010	Providing and casting machine batched, machine mixed and machine vibrated Cement Concrete of specified grade as per approved Design Mix, mixed in Mobile Concrete Batching/Mixing Plant at site or RMC from approved plants, (Cast in-Situ/Pre-cast) in bottom/top slab, side walls, toe wall and sumps haunch filling head walls, thrust bed or any other component using 20mm graded crushed stone aggregate and coarse sand of approved quality of RCC box of any size including finishing, Plasticiser in approved proportions (as per IS:9103), etc...	cum	5170.87	760	3,929,861.20
26	024020	Providing and laying in position machine batched, machine mixed and machine vibrated Design Mix Cement Concrete, mixed in Mobile Concrete Batching/Mixing Plant at site or RMC from approved plants, of specified grade (cast in-situ) using 20mm graded crushed stone aggregate and coarse sand of approved quality in Drop and curtain wall and alike structures below bed level, complete in all respect as per drawings and etc.	cum	4700.79	60	282,047.40
		Centering and shuttering including strutting, propping etc. and removal of form for :				
27	025031	All types of bridge sub-structures, e.g. pier, abutment, wing wall, retaining wall, RCC box type foundations, Abutment cap, Pier Cap, Inspection Platform & Pedestal over Pier cap, Fender wall, Diaphragm wall etc. up to 5m above ground level	Sqm	649.96	4285	2,785,078.60
28	025033	Extra for additional height over item No. 025031 & 025032 wherever required with adequate bracing, propping etc. over initial height of 5 metres for every additional height of 1 metre or part thereof	Sqm	99.69	100	9,969.00

29	031180	Providing Flood Level Gauges on abutments and piers, made by 20mm thick 1:4 cement plaster for a width of not less than 300mm, duly engraving markings & figures in metres, divided into 10 parts commencing from under-side of girders towards bed, painting markings & figures with black enamel paint in three coats on white background including painting HFL Mark in white by side of gauge with year of occurrence with all Contractor's materials, labour, tools, scaffolding and supports, lead & lifts, curing etc. complete as per approved drawing and as directed by the Engineer incharge excluding cost of cement which shall be paid extra.	Sqm	509.54	4	2,038.16
30	041020	Supplying and fixing HSFG bolts of any dia and any length with suitable nuts including DTI washers conforming to IRS-B1-2001 for bridges and steel structures with contractors labour, tools and plants and lead and lift etc., complete.	KG	346.50	11695	4,052,317.50
	041030	Assembling and erection of fabricated Steel girders on bearings at site with crane/derrick /any other approved means at site on sub structure with labour, equipment, T&P including site bolting with all temporary arrangements, scaffolding etc. with contractors design and scheme for longitudinal launching/side slewing (not requiring traffic block) approved by Railway. Rate includes drifts, service bolts, Holding down bolts etc. as per drawings.Note: Payment for HSFG bolts used if any will be made separately under relevant item.				
31	041032	Open web Girder	MT	20430.00	234.000	4,780,620.00

32	041050	Providing and fixing railing used in rows for footpath or anti-crash barrier railing with B class G.I. pipe 65/50 mm nominal dia including cost of M.S. angle and channels in vertical posts, welding / bolting, priming painting with one coat ready mix Zinc Chromate conforming to IS:104 with DFT of 25-30Microns, followed by one coat of Zinc Chrome red oxide conforming to IS:2074 with DFT of 25 Microns with all material, labour, T&P as a complete job. Note: Cost of painting shall be paid extra under relevant item.	KG	121.72	4848	590,098.56
		Providing and fixing various size HTS holding down bolts conforming to relevant Codes/Specification in concrete column or in other structures with proper nuts, bolts, washers/plates, grouting of holes with cement or epoxy concrete with all material, labour, T&P as a complete job.				
33	041072	With epoxy concrete grouting.	KG	147.9	110	16,269.00
34	041080	Supplying, Fabricating and fixing access ladders, inspection platforms, Trolley refuges etc., on bridges with structural steel conforming to IS:2062 including welding / bolting, priming painting with one coat of ready mixed paint of Zinc Chromate (IS:104) with DFT of 25-30 microns followed by one coat of Zinc Chrome Red Oxide (IS:2074) with DFT of 25 microns with all material, labour, T&P as a complete job. Note: Painting shall be paid separately under relevant item.	MT	109740.39	13	1,426,625.07
35	041263	With two coats of Aluminium paint in dual containers conforming to IS:2339 with DFT of 15 - 20 Microns for each coat.	SQM	97.43	2676	260,722.68

36	041370	Supplying fabricating and erecting welded and/or bolted and/or riveted steel work in built up sections, trusses and framed work, staging, racks, Height Gauge etc. for Steel Structures other than bridge girders, using RSJ, tees, angles and channels/flats, plates, gussets, round or square bars, cleats, bolts etc., with contractors own steel including cutting, bending, straightening, drilling, riveting, hoisting, fixing, erecting, welding, bolting etc., with Providing stiffeners wherever required as per approved drawing including applying a priming coat of a approved steel primer with all contractor's materials, labour, tools & plants, lead & lift including crossing of tracks if required etc., complete as per specification and as directed by Engineer-incharge. Note: The payment shall be made on the theoretical weight of main components and gusset plates only.	MT	117534.00	7	822,738.00
37	051020	Laying of boulder apron laid in wire crates of approved size including overlaps at joints, laid with stone boulders, all loose ends to be tied with 4mm galvanised steel wire. Payment for boulders & wire crates to be done extra.	Cum	566.5	150	84,975.00
38	051030	Supplying of stone boulders weighing not less than 35 kg each at specified bridge locations.	Cum	1883.52	470	885,254.40
39	051040	Manufacture and supplying Galvanized Wire Net Trungers made from 4mm galvanised steel wire @ 32 kg/10sqm having minimum tensile strength of 300 Mpa conforming to IS:280 and galvanizing coating conforming to IS:4826, woven into mesh with double twist, mesh size not exceeding 100mm x 100mm.	Sqm	565.65	800	452,520.00

40	051060	Providing and laying Pitching with Stone Boulders, weighing not less than 35kg each with voids filled with spalls on slopes, laid over prepared filter media including boulder apron laid dry in front of toe of embankment complete as per drawing and Technical Specifications (filter media to be paid separately under the relevant item).	cum	2463.61	72	177,379.92
41	051080	Providing and laying Filter Material as per RDSO Specifications underneath pitching in slopes complete as per drawing and Technical Specification.	cum	3311.4	40	132,456.00
42	052150	Providing and laying of filter media consisting of granular materials of GW, GP, SW groups as per IS:1498 (latest) in required profile behind boulder filling of abutments, wing walls / return walls etc. above bed level with all labour and material complete job as per drawing and technical specification of RDSO Guidelines.	cum	2918.98	355	1,036,237.90
43	052200	Painting the HFL mark and Danger level mark, year of HFL on bridge abutments and piers with ready mixed paint as per standard in two coats over one coat of primer with all materials, labour, tools, scaffolding, all lead and lift etc. including writing complete.	Each	246.35	6	1,478.10
44	052210	Providing cast in situ bridge number plaques as per Railway drawing in cement concrete 1:2:4 mix using 20mm hard stone aggregate embedded in 30mm notch in Bridge parapet coping duly engraving the letter and figures and an arrow indicating the direction of flow and finishing the top exposed surface with cement mortar 1:3, painting letters and figures with two coats of black enamel paint on two coats of white background with all labour, tools, cement, paint etc. with all leads and lifts.	Each	786.65	2	1,573.30

45	052220	Providing cast in-situ plaques for bridge foundations details of size 45cmx45cmx5cm in cement concrete 1:2:4 mix using 20mm hard stone aggregate embedded in 30mm deep notch over abutment & piers, engraving the letters & figures with CM 1:3 and finished smooth including painting letters and figures with 2 coats of black enamel and plaque with white enamel with all labour, tools, cement, paint, curing etc. as a complete job.	Each	1189.97	2	2,379.94
46	052250	Providing Boulder Backing behind wing wall, return wall, retaining wall with hand packed boulders & cobbles with smaller size boulders toward the back including all lead, lift, labour & other incidental charges as complete work in all respect. Payment for boulder/cobbles will be done extra.	cum	325.68	470	153,069.60
47	052260	Dewatering of natural or accumulated water from any location. Payment to be done for Horse power of pump multiplied by pumping hours.	HP Hour	30	20	600.00
<b>Total of Schedule B-2</b>						<b>41,903,669.86</b>
<b>Add Escalation @ -0.14%</b>						58,665.14
<b>Grand Total</b>						<b>41,845,004.72</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

1.  
2.

**Signature of tenderer****Dated:** \_\_\_\_\_



**Annexure- B-3****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-3 (Rails, Sleeper, Fitting & T/O Renewals)**

Sl. No.	ECRSOR 2021 item No.	Description of works	Unit Per	Qty.	Rate in Rs.	Amount in Rs.
	<b>Rails</b>					
1	063050	Lubrication of fish plated rail joints under traffic, by using Grease Graphite Grade 'O' (IS:408) and Black oil supplied by contractor, for all types of rail sections as per procedure laid down in latest version of IRPWM and as directed by Engineer In charge. Note: Release U/S bolt & nuts is to be deposited back. If any fish bolts is jammed it should be cut with chisel and hammer and replaced with fresh fish bolt supplied.				
(a)	063051	For 1.00m long fishplates	Joint	20.00	123.91	2,478.20
2	063070	Lubrication of Elastic Rail Clips on PSC sleepers with contractor's grease, conforming to Railway's specifications, labour etc. complete as per procedure prescribed in latest edition of IRPWM.	ERC	2700.00	4.56	12,312.00
5	064050	Gas cutting of rail of various sections with contractor's tools & plants, as directed by engineer in-charge :				
(a)	064052	Rail section of 52Kg and above	Each	40.00	123.11	4,924.40
6	065030	Assembling and Laying of Improved Switch Expansion Joint (SEJ) on PSC sleepers of any rail section as per RDSO drawing including leading of SEJ rails, sleepers, fittings for a free lead of 250 metres, cutting of rails, drilling of holes as required and lubrication of SEJ, gauging, aligning rails, providing temporary connection with adequate welding gap with adjoining rails, providing reference posts at SEJ, first through packing of SEJ portion to make track geometry fit for 30 kmph speed and making ballast profile as per IRPWM. Note: (1) Rail cutting and hole drilling shall be paid separately.(2) One set comprise complete SEJ on both rails at SEJ.				

(a)	065031	Under Conditions not requiring Traffic Block	Set	2.00	6138.24	12,276.48
<b>Basic value of Schedule B-3</b>						<b>31,991.08</b>
<b>Add Escalation @ (-)10.20%</b>						<b>-3,263.09</b>
<b>Gross total</b>						<b>28,727.99</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-4****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-4 (Deep screening & Ballast related Activities)**

SN	ECRSOR 2021 item No.	Description of works	Unit Per	Qty	Rate in Rs.	Amount in Rs.
	083000	Lifting, Packing & Boxing Works				
1	083010	Lifting and packing for regrading the existing PSC sleeper track to required height / level in stages not exceeding 75mm or part thereof at a time, providing permissible ramp for the track, insertion of moorum / sand / stone ballast uniformly under the existing track and placing the same to safe approved gradient, gauge, cushion including levelling and one round of through packing to allow train movement at restricted speed of 30 kmph for a specified length with all leads & lifts and fixing, marking, painting rail level pegs at every 30m interval. Note: Lifting of track shall be done in stages as per procedure prescribed in latest edition of IRPWM to get the proposed final level as per approved working profile, as directed by Engineer in-charge.	TRM	1000.00	159.09	159,090.00
2	083011	Extra for additional lift over 75mm for every 50mm lift or part there of up to 275mm for item nos. 083010 for each TRM.	TRM	1000.00	24.70	24,700.00
3	083030	Boxing and profiling of ballast as per procedure prescribed in latest edition of IRPWM including cess dressing on both sides of track. The work will include removing excess ballast from track and putting the same in crib and shoulder by leading to a maximum of 50m including crossing of track, dewatering on ballast section etc and as directed by Engineer-In charge.	TRM	1000.00	23.36	23,360.00

4	084040	Unloading of ballast from Railway's Hopper Wagons, quantity distribution as per pre-defined site requirement, clearing infringements/jammed ballast, distributing the unloaded ballast uniformly over the track, profiling and boxing following all prescribed safety norms.				
(a)	084041	Under Traffic Block Conditions:	Cum	710.00	46.52	33,029.20
<b>Basic value of Schedule B-4</b>						<b>2,40,179.20</b>
<b>Add Escalation @-3.72%</b>						<b>-8,934.67</b>
<b>Gross total</b>						<b>2,31,244.53</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-5****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-5 (Welding activities )**

SN	ECRSOR 2021 item No.	Description of works	Unit	Qty	Rate in Rs.	Amount in Rs.
1	092020	25mm gap 'in-situ' welding <b>during traffic block</b> using Railway's welding portion and finishing of weld to meet the prescribed tolerances and pass all stipulated tests with all required labour, materials, consumables, tools, equipments etc. to complete the work in all respect as per IR's "Manual for Fusion Welding of Rails by Alumino - Thermic Process" with latest correction slips, including marking of welded joint, painting weld collar with anticorrosive paint, restoration of track near weld joint to original position and fixing of joggled fish plate at new weld, to be removed after passing of weld in USFD test as directed by Engineer in charge. Note: 1. Welding portion and related accessories as per Annexure - I shall be supplied by Railways. All other items required shall be supplied by the Contractor. 2. Welding shall be carried out only by trained welder having valid competency certificate. 3. Hydraulic Weld trimmer shall be used for chipping and profile Grinder for finishing. 4. Required nos. of Joggled fish plates shall be supplied by Railway at nearest P. Way Stores and the same shall be returned at nearest P. Way Store or at other location as per direction of Engineer-in-Charge after release from track.				

(b)	092022	For 60 Kg/60EI-R260 grade Rail, Single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) and Compressed Air Petrol heating technique.	Each	20.00	1613.06	32,261.20
2	092050	25mm gap Cess Welding with Railway's welding portion and finishing of weld to meet the prescribed tolerances and pass all stipulated tests with Contractor's labour, materials, consumables, tools, equipments etc. to complete the work in all respect as per IR's "Manual for Fusion Welding of Rails by Alumino - Thermic Process" with latest correction slips, including all required handling and rehandling of rails, marking of welded joint, painting weld collar with anticorrosive paint, as directed by Engineer in charge. Note: 1. Only welding portion and related accessories as per Annexure - I shall be supplied by Railways. 2. Welding shall be carried out only by trained welder having valid competency certificate. 3. Hydraulic Weld trimmer shall be used for chipping and profile Grinder for finishing.				
(a)	092051	For 60 Kg Rail, Single shot crucible fitted with Automatic Tapping Thimble, 3 pieces Mould (Zircon washed) and Compressed Air Petrol/LPG pre heating technique	Each	10.00	1009.14	10,091.40
<b>Basic value of Schedule B-5</b>						<b>42,352.60</b>
<b>Add Escalation @ (-) 12.55%</b>						<b>-5,315.25</b>
<b>Gross total</b>						<b>37,037.35</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-6****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-6 (Activities and Maintenance at Construction Sites)**

Sl. No.	ECRSO R 2021 item No.	Description of works	Unit	Qty	Rate in Rs.	Amount in Rs.
	121000	Dismantling Works				
1	121010	Dismantling of existing LWR/SWR track of any structure, removing rails, sleepers, fish plates, cutting of rails, segregation and stacking of released Rails, Sleepers and fitting at nominated location in countable manner within a free lead of 500m, levelling of ballast to correct profile for laying new track over it, all as per direction of Engineer-in-Charge.	TRM	100.00	165.05	16,505.00
	122000	Shifting & Pairing Works				
2	122010	Shifting & pairing of rails / panels unloaded alongside existing running track to adjoining formation of a new line including crossing of one track, duly lifting & pushing rail / panel without damaging it and taking all necessary precautions, so as not to infringe the running track, as directed by Engineer in-charge. Note: The rail barricading, if disturbed during working, should be restored to its original condition by the agency including re-fixing & concreting as required.				
(a)	122011	Rail length up to 13m - Under Traffic Block	RM	276	17.74	4,896.24
(b)	122012	Rail length up to 13m - Under Conditions not requiring Traffic Block	RM	1800	14.43	25,974.00
3(a)	123013	With contractor's hard wood pegs of 50 mm dia and 60 cm long	Each	15.00	142.06	2,130.90

4	123020	Installation of reference points for track centre line in main and loop lines, in straight or curve portion, SRJ for turnouts, heel of crossing (HOC), locations of derailing switches, switch expansion joints etc. away from formation on firm ground at known offset with MS Angles of 50mmx50mmx5mm thick of length 1.80 m each, founded in concrete block of size 30cm x 30cm x 45cm of nominal mix 1:3:6, including painting to reference pegs with two coats of enamel paints on exposed surface, as directed by Engineer In charge.Note: Earth work and Cement concrete will be paid under relevant items.	Each	30.00	710.91	21,327.30
5	123000	Laying & Linking Works				
(a)	123030	Spreading of ballast, from existing stacks available along formation on top or at cess, in required uniform thickness, compaction of ballast layer laid on new formation at all the locations with smooth wheeled power roller of 8-10 tonne capacity to sufficient number of passes to form consolidated ballast bed of approximately 250mm thickness to a width of 4m symmetrical to centre line of proposed track in correct line & level with all ascents & descents, as directed by Engineer in-charge.Note: Item is inclusive of (a) providing ramp for taking roller to formation and removing the same & making good formation after completion of work; (b) redistribution & leveling of excess ballast while rolling to obtain uniform plane camberedsurface.	Cum	1600.00	41.31	66,096.00



6	123040	Linking of BG track (except at LC, Bridges and SEJs) with any type of rail section and sleeper of specified density, on ballast bed spread and compacted with suitable roller, over prepared formation including leading free rails/welded panels available along the alignment on to formation, leading and spreading all fittings and fastenings, spreading of sleepers at specified spacing, squaring, placing of rails over sleepers and fixing rails to sleepers with all types of fittings and fastenings to correct gauge & alignment, lubrication of fittings and fastenings with contractor's grease as per IRPWM standards with contractors labour, tools, consumables, with all lead, lifts etc. complete and raising, levelling and initial packing of track to make it fit for 30 kmph and meet other prerequisites prescribed in Indian Railway Track Machine Manual for deployment of Tamping Machine. Note: 1.Rail cutting and Hole drilling shall be paid separately. 2.Spreading of ballast and compaction shall be paid separately under relevant item.				
(a)	123041	For sleeper density of 1660 sleepers per km	TRM	800.00	267.38	213,904.00

7	123050	Linking of track at level crossing locations as per RDSO drawings with any type of rail section and sleeper on prepared formation including leading free rails/welded panels available along the alignment on to formation, spreading of sleepers at specified spacing, squaring, placing of rails over sleepers and fixing rails to sleepers with all types of fittings and fastenings to correct gauge & alignment, excavating level crossing portion as necessary, fixing check rails to running rails, providing C.C blocks, chairs, anti corrosive painting to running rails and check rails, lubrication of fittings and fastenings with contractor's grease as per IRPWM standards with contractors labour, tools, consumables, with all lead, lifts etc. complete and raising, levelling and initial packing of track to make it fit for 30 kmph and meet other prerequisites prescribed in Indian Railway Track Machine Manual for deployment of Tamping Machine. Note: Rail cutting and hole drilling, if required, shall be paid separately under relevant item.	TRM	9.00	401.18	3,610.62
8	123080	Carrying out cut & connection to the existing PSC sleeper track under line block of any rail section and sleeper density to connect the same to newly linked track which is laid by the side, duly carrying out cutting of rails, insertion of additional PSC sleepers, if required, providing fish plated joints including drilling of holes, slewing required length of both tracks to prescribed alignment, adjusting sleeper spacing, providing continuity to track, spreading of ballast to	Each	2	57238.78	114,477.56

		provide cushion, shoulder ballast to the track stretch, giving one round of initial packing to make track fit for 20 kmph speed and boxing of ballast to profile as directed by Engineer in charge.				
9		Shifting / Slewing the existing or newly assembled track of any rail section with any type of sleepers and any density under line block to correct locations & alignment and attending to one round kutcha packing to run safely at 20KMPH speed with all contractors tools and consumables complete and as directed by Engineer in-charge.				
(a)	123091	Maximum Shifting / Slewing up to 1 metre	TRM	300.00	182.75	54,825.00
(b)	123092	Maximum Shifting / Slewing for more than 1 metre & up to 2 metres	TRM	400.00	219.84	87,936.00
10	124020	Working of the Railway Push Trolley by arranging one Head trolleyman along with 3 trollymen as per Railway's rules and stipulations for conducting inspections by Railway officials and as directed by Engineer in-charge. Note: 1) Labourers supplied should be of skilled in case of head trolleyman and semiskilled in case of trollymen and capable of pushing trolley in all gradients, and levels duly observing all safety precautions as per the manual. 2) The labour engaged should be physically fit for strenuous work, literate and meeting prescribed medical category.				
(a)	124021	For Full day (8 hrs )	Each	20.00	2974.82	59,496.40

11	131030	First or Second Through Packing of track of all sleeper density including giving a general lift, as desired to eliminate sag after Deep Screening work, lifting of track, lowering of track and major realignment of curves and formation rehabilitation as per procedure prescribed in latest edition of IRPW M. Note: General lift is normally 25mm and isolated lift may be up to 50 mm				
a	131032	For PSC Sleeper Track with Sleeper Density of 1660	TRM	800.00	122.61	98,088.00
12	131040	Third or subsequent Through Packing of track for all sleeper density including picking of slacks, as required after second through packing, subsequent to Deep Screening work as per procedure prescribed in latest edition of IRPWM. This item can also be used after lifting/regrading/realignment works also. Note: General lift is normally 25 mm and isolated lift may be up to 50 mm.				
(a)	131042	For PSC Sleeper Track with Sleeper Density of 1660	TRM	800.00	94.31	75,448.00
	135000	Destressing Works				

13	135010	De-stressing of LWR/CWR track of any density under traffic line block with contractor's labours, tools, equipments and consumables inclusive of all lead & lift. Activities include cutting of LWR/CWR into convenient panels of specified length, removal of ERCs, liners, greasing of ERCs and liner contact area, lifting rails and keeping them on rollers provided at every 15 sleepers, working out elongation of rail ends depending on prevailing site conditions, pulling rails with the help of Hydraulic Tensor to achieve the desired elongation, cutting rails, as required, removing rollers and placing rail in position, re-fixing ERCs & liners and adjustment of gap at SEJs : Note: (1) Welding of rail joints will be paid separately. (2) Rail cutting and Hole drilling shall be paid separately. (3) Opening and closing of LC if required will be paid separately. (4) As per procedure prescribed in latest edition of IRPWM & CE's Circulars for destressing of LWR/CWR, if any.				
(a)	135013	Without Rail tensor	TRM	800.00	49.22	39,376.00
14	136010	Fixing Joggled Fish Plates with bolt / clamp (supplied by Railway from nearest SSE Store) in running track conditions at welds on rail, as directed by engineer in-charge (drilling of holes in rail, if required, shall be paid separately).				
(a)	136011	With 2 bolts	Set	20.00	96.57	1,931.40
(b)	136012	With 4 bolts	Set	20.00	106.06	2,121.20
(c)	136013	With Clamps	Set	20.00	136.97	2,739.40
15	136040	Maintenance of track on main line & loops, Points & crossings etc. including special attention to section for carrying out various maintenance works listed in Indian Railways P.Way Manual / Bridge Manual for safe running of goods				

		and passenger trains with contractor's tools / labours etc. complete, as directed by Engineer in-charge. Note: Contractor shall arrange one gang at any point of time comprising of minimum specified labours with sufficient experience in P.Way working.				
(a)	136042	One Gang comprising of 20 physically fit labours plus 1 Mate.Note: In case, contractor provides less no. of Labour/Mate, payment will be deducted for each such labour @ 100/-, of the accepted item rate.	Gang Day	72.00	13697.07	986,189.04
16	136060	Replacing existing glued joint rail with cut rails or with glued joint rail or insertion of glued joint by cutting existing track under traffic condition by cutting rails, refixing with all rail sleeper fastenings and providing required gaps for carrying out welding as an alternative to drilling holes or joining rails with fish plates duly drilling holes as required including stacking of released material and as directed by engineer in-charge. Note: (1) Drilling holes & rail cutting will be paid separately. (2) Transportation of materials to the site of work from supply points, if more than 250m, shall be paid separately.	Each	16.00	1576.35	25,221.60
	137000	Marking and Painting Works				
17	137010	Anti-corrosive painting of rail outside track on rail bottom, web, foot and fishing plane with two coats of thickness of 100 microns each by bituminous black paint confirms to IS-9862 of reputed make including surface preparation, as a complete job as per procedure prescribed in latest edition of IRPWM.				
(a)	137011	For 60 Kg Rails	RM	1600.00	73.04	116,864.00

18	137080	Painting 2 coats to various P.Way Reference Post, Structures etc. with enamel paint of approved make with 2 coats of different colours & letters, as directed by Engineer in-charge.				
(a)	137083	LWR / SEJ Board	Each	4.00	143.45	573.80
(b)	137086	Curve Post	Each	8.00	83.91	671.28
(c.)	137089	Curve Board	Each	8.00	143.45	1,147.60
(d)	137090	Curve details, SE, Versine, Station Nos. etc. per station.	Each	150.00	48.29	7,243.50
<b>Basic value of Sch B-6</b>						<b>2,028,793.84</b>
<b>Add Escalation @ (-) 6.18%</b>						<b>-125,379.46</b>
<b>Gross Total</b>						<b>1,903,414.38</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-7****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-8 (Heavy Track Machines)**

SN	ECRSOR 2021 item No.	Description of works	Unit Per	Qty.	Rate in Rs.	Amount in Rs.
	155000	CSM, Duomatic and 3X Sleeper Tamping Machines				
1	155010	Carrying out pre-tamping, during tamping and post-tamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, like CSM,DUO/3X Machines which include : (1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track up to lead of 50 m to ensure effective packing; (2) Clearing of ballast on sleepers to make them visible to operator, (3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTRM; (4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location; (5) Tightening of loose fittings immediately before & after tamping; (6) Replacement of broken / missing fittings supplied by Railway; (7) Correcting displaced sleepers to position along with squaring; (8) Re-setting of worked-out / fallen fittings. (9) Removing and re-fixing joggled fish plates & wooden blocks, wherever necessary; (10) Manual				



		consolidation of ballast in crib / shoulders; (11) Removing and refixing of traction bonds during the block in electrified sections (12) Dressing of ballast Note: 1. Tamping blocks are not identical & it may be given at any time either during day or night. 2. Stages of payment a) 30% of the rate will be paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping. 3. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre/during/post operation. 4.Payment shall be made only once in irrespective of numbers of TTRM packing round and after restoration of normal speed and restoration of complete ballast profile.				
		(9) Removing and refixing joggled fish plates & wooden blocks, wherever necessary;(10) Manual consolidation of ballast in crib / shoulders;(11) Removing and refixing of traction bonds during the block in electrified sections(12) Dressing of ballastNote:1. Tamping blocks are not identical & it may be given at any time either during day or night.2. Stages of payment a) 30% of the rate will be paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping.3. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre /during /post operation.4.Payment shall be made only once in irrespective of numbers of TTRM				

		packing round and after restoration of normal speed and restoration of complete ballast profile.				
(a)	155013	New Line Section, not opened for traffic	TRM	1600.00	9.07	14,512.00
2	157010	Carrying out various miscellaneous works, for proper upkeep of crew rest van / rest room as directed by machine in-charge of Track Machines by providing a team of 2 labours for 12 hours shift, broadly mentioned hereunder:(1) Bringing water from nearby source and cleaning machine with water jet or any suitable means;(2) Fuelling machine duly bringing diesel / hydraulic oil from the stacked drums;(3) Bringing water to staff rest van or staff rest room, cleaning rest van / rest room, cooking food for Track Machine staff or bringing food from outside (cost of food shall be borne by the staff concerned).;(4) Guarding & watching machines, spare parts, oils, grease etc. during day and night time at all locations, wherever necessary, as instructed by the machine in-charge;(5) In case, contractor provides less no. of Labour/Mate, payment will be deducted for each such person @ 75% of the accepted item rate.	Shift	15.00	1251.60	18,774.00
<b>Basic value of Schedule B-8</b>						<b>33,286.00</b>
<b>Add Escalation @ 7.56%</b>						<b>2,516.42</b>
<b>Gross Total</b>						<b>35,802.42</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-8****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-9 (Small Track Machines)**

SN	ECRSOR 2021 item No.	Description of works	unit	Qty.	Rate	Amount in Rs
		<b>Rail</b>				
1	161020	Cutting of rails with Rail Cutting Machine (Saw type) in all types of rail sections with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Rail Cutting Machine (Saw type) will be as per RDSO Specification No. TM/SM/4, dated 24.04.1991. Note: This item shall only be used in specific circumstances on specific order of Engineer-in-Charge.				
(a)	161022	60 Kg - 90 UTS - Outside Track	<b>Each</b>	150.00	265.71	39,856.50
2	161040	Drilling holes of 16 mm to 32 mm dia. with Rail Drilling machine including chamfering with appropriate chamfering tools in all types of rail section with contractor's tools & plants, equipment, consumable all lead & lift etc. complete, as directed by Engineer in-charge. Rail Drilling Machine will be as per RDSO specification No. TM/SM/3, dated 24.04.1991.				
(a)	161041	Outside track	<b>Each</b>	600.00	52.01	31,206.00
(b)	161042	on running track	<b>Each</b>	300.00	66.12	19,836.00
<b>Basic value of Schedule B-9</b>						<b>90,898.50</b>
<b>Add Escalation @ -2.34%</b>						<b>-2,127.02</b>
<b>Gross total</b>						<b>88,771.48</b>

**Note:-**

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- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-9****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-10 (Handling of Materials)**

SN	USSOR item no.	Description of works	Unit	Qty.	Rate	Amount
	171000	Rails				
1	171010	Loading of rails of any section and length up to 13 metres in Wagons / Truck / trailer including lead up to 50 metres and lift up to 5 metres.				
(a)	171014	In Wagon where mechanical handling is possible and traffic block is not required or in Truck/trailer.	MT	705.00	119.12	83,979.60
2	171020	Loading of tongue rail, stock rail, switch assembly and crossings of any section and length, SEJ, Glued joint etc. with / without P.Way fittings and fastenings, in Wagon / Truck / trailer including lead up to 250 metre and lift up to 5 metre.				
(a)	171024	In Wagon where mechanical handling is possible and traffic block is not required or in Truck/trailer.	MT	80.00	116.98	9,358.40
3	171030	Loading, leading and unloading of 52Kg / 60Kg rail up to 13 metre length by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic with line protection in case road carriage is not possible with different lead with a lift up to 5 metre during block period.				
(a)	171031	For lead up to 500 metre.	MT	415.00	340.23	141,195.45
(b)	171032	For lead beyond 500 metre and up to 1 Km.	MT	705.00	439.46	309,819.30
(c)	171033	Extra to Items no. 171032 for lead beyond 1 Km for every subsequent Km or part thereof and up to 10 Km	MT	705.00	52.69	37,146.45
(d)	171034	Extra to Item no. 171031 and 171032 with contractor's Rail Dolly / Dip Lorry	MT	705.00	39.71	27,995.55

4	171040	Loading, unloading and hauling of 52Kg / 60Kg rail more than 13 metre and up to 39 metre length by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic and line protection in case road carriage is not possible for different leads and lift up to 5 metre.				
(a)	171041	For lead up to 500 metre.	MT	282.00	385.05	108,584.10
5	171050	Unloading of rails of any section and length up to 13 metre, in neat manner for Railway usage from departmental material train (DMT) or Contractor's/ Railway's Truck/trailer including lead up to 50 metre, lift up to 5 metre and stacking in prescribed manner.				
(a)	171053	From Wagon where mechanical handling is possible and traffic block is not required or in Truck / trailer.	MT	282.00	87.79	24,756.78
6		Unloading of all type of rails of length 130 metre and beyond from end unloading rake and keep the panels in head-up position at specified distance from centre of track clear from any infringement. Note: Contractor has to keep Oxygen and Acetylene gas with cutter as standby during the period of work.				
(a)	171071	During period of traffic block	MT	282.00	25.84	7,286.88
	172000	<b>Sleepers</b>				
7	172010	Loading of 52kg / 60kg PSC normal line and special sleepers up to 2.75 metre length in Depot / Station / Mid-section between stations in a neat manner to departmental material train (DMT) or contractor's / Railway's Truck/Trailer with crane or any other means including crossing of one track with free lead up to 250 metre and lift up to 5 metre, if required with contractor's labour, tools & plants, machinery, consumables etc.				

		Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied.				
(a)	172014	In Wagon where mechanical handling is possible and traffic block is not required or in Truck / trailer	MT	1738.00	93.71	162,867.98
8	172040	Loading, leading and unloading of all types of P.Way fittings and all other miscellaneous material except Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: Lead shall be the shortest motorable road length between the points of loading and unloading.				
(a)	172041	Lead up to 5 Km	MT	35.00	150.44	5,265.40
(b)	172042	Lead beyond 5 Km and up to 10 km	MT	35.00	195.70	6,849.50
(c)	172043	Lead beyond 10 Km and up to 20 km	MT	35.00	258.10	9,033.50
(d)	172044	Lead beyond 20 Km and up to 30 km	MT	35.00	335.07	11,727.45
(e)	172045	Lead beyond 30 Km and up to 50 km	MT	35.00	443.22	15,512.70
(f)	172046	Lead beyond 50 Km and up to 100 km	MT	35.00	681.36	23,847.60
(g)	172047	Lead beyond 100 Km and up to 150 km	MT	35.00	1035.30	36,235.50
(h)	172048	Extra for every Km per MT beyond 150 Km over item no. 172047	MT-Km	5000.00	3.60	18,000.00
9	172050	Transportation of Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: 1. Lead shall be the shortest motorable road length between the points of loading and unloading. 2. Loading and unloading shall be paid extra under relevant items.				
(a)	172051	Lead up to 5 Km	MT	2012.00	53.62	107,883.44
(b)	172052	Lead beyond 5 Km and up to 10 km	MT	2012.00	98.89	198,966.68
(c)	172053	Lead beyond 10 Km and up to 20 km	MT	2012.00	161.28	324,495.36
(d)	172054	Lead beyond 20 Km and up to 30 km	MT	2012.00	238.25	479,359.00
(e)	172055	Lead beyond 30 Km and up to	MT	2012.00	346.40	696,956.80

		50 km				
(f)	172056	Lead beyond 50 Km and up to 100 km	MT	2012.00	584.54	1,176,094.48
(g)	172057	Lead beyond 100 Km and up to 150 km	MT	2012.00	938.48	1,888,221.76
(h)	172058	Extra for every Km per MT beyond 150 Km over item no. 172057	MT-Km	201690.00	3.60	726,084.00
10	172060	Unloading of 52kg / 60kg PSC line and special sleepers up to 2.75 metre length in Depot / Station / Mid-section between stations in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/Trailer with crane or any other means including crossing of one track and lead up to 250 metre & lift up to 5 metre with contractor's labour, tools & plants, machinery, consumables etc. Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied.				
(a)	172063	From Truck / Trailer	MT	1620.00	85.14	137,926.80
11	172080	Spreading of New / SH , normal or wider base PSC sleepers from stack along track on either side for different leads with all lifts by any means.				
(a)	172081	For a lead up to 500m	Each	2000.00	62.03	124,060.00
(b)	172082	Extra to Item no. 172081 for additional lead of every 500m or part thereof beyond 500 m	Each	330.00	41.54	13,708.20
	173000	Miscellaneous				
12	173010	Unloading of Switches / Crossings / SEJ Rails / Glued Joints of any rail section and length with or without P.Way fittings & fastenings in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/Trailer with lead up to 250 metre & lift up to 5 metres.				
(a)	173013	From Truck / Trailer	MT	800.00	121.57	97,256.00
13	173020	Unloading all types of P.Way fittings and fastenings for Railway usage from Truck and	MT	35.00	124.29	4,350.15

		stacking with lead up to 250 metre & lift up to 5 metre.				
14	173030	Collection, segregation and stacking of various scattered P.Way materials at nominated stacking location with serviceable and unserviceable ones separately within a lead up to 500 metre and lift up to 5 metre including crossing of track(s) wherever necessary as directed by Engineer-in-Charge.				
(a)	173031	Rails, switches, crossings, SEJ, Glued Joints, Check Rails etc.	MT	200.00	337.04	67,408.00
(b)	173032	All type of PSC sleepers	MT	175.00	368.44	64,477.00
(c)	173033	P.Way fittings of all types and other similar loose items	MT	20.00	343.98	6,879.60
<b>Basic value of Sch. B-10</b>						<b>71,53,589.41</b>
<b>Add Escalation @ 2.25%</b>						<b>1,60,955.76</b>
<b>Gross Total</b>						<b>73,14,545.17</b>

**Note:-**

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- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_



**Annexure- B-10****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-11 (L-Xing & Bridge Related Activities)**

SN	USSOR item No.	Description of Item	Unit	Rate	Qty.	Amount
01	195020	Fabrication & supply of Galvanized H-beam Sleepers made out of the materials confirming to IS 2062 of standard Rolled sections as per approved drawing Nos. RDSO/B/1636/4/R, 5&9 complete and as directed by Engineer-in charge. Note: Cost of steel fittings and GRSP shall be paid separately.	MT	134,453.55	20	2,689,071.00
	195040	Supplying & fixing Gang pathway of MS/Stainless Steel chequered plates between guard rails on un-ballasted deck bridge for gang pathway, overlapping at regular intervals of 2m to 2.5m with bolts duly drilling holes in chequered plate, as directed on new bridge or replacement of existing gangway on old bridge including removal of old chequered plates and stacking near approaches of bridge clear from all infringement. Note: Overlapping of chequered plates shall not fall in between sleepers.				
02	195043	Anti skid Stainless steel chequered plate of 409 M Grade as per Specification ASTM A240 SS and Pattern conforming to BIS 3502 with average thickness of 3.5 mm with bead height of 0.8 mm min thick - on New Bridges	kg	257.98	5944.5	1,533,562.11
03	183020	Fabrication including cutting, bending/ machining and fixing of check rails of all rail sections over PSC Sleepers as per Railway's approved drawings & specifications	TRM	1,024.14	8	8,193.12

		for level crossings /trolley paths/ inspection lines in yards duly cutting rail flanges, wherever required to correct alignment and level, drilling of holes with machine in check rails and fixing to Running rail and sleepers with all Railway's fittings, e.g. rail screws/grip expansion bolts, brackets, packing pieces, bolts, washers etc including grinding of brackets if required, fixing of Railway's wooden block sat flare ends duly cutting and planning, crossing of tracks and as directed by the engineer in-charge Note: 1. Drilling of holes in PSC Sleeper and fixing of dowels shall be paid under relevant item. 2. Required P. Way materials will be supplied at SSE/P. Way stores.				
04	183030	Cutting foot of rail by gas or any other approved method for checkrails and grinding sharp edges into smooth profile. Payment shall be made for length of cutting of foot.	RM	159.88	16	2,558.08
05	183040	Fixing check rails to running rail son level crossings with MS brackets, MS packing plates, bolts& nuts, spring washers etc. including lubrication as per approved drawing & specifications, as directed. Rails, MS brackets, packing plates, bolts & nuts, spring washers will be supplied by Railways. Note: One set consists two check Rails.	SET	4,408.60	1	4,408.60
06	184010	Painting of running rails and checkrails of any rail section of level crossing with anti-corrosive paint on both sides of web, foot etc. including liner contact area(excluding	RM	56.44	32	1,806.08

		bottom of foot) and fishing plane with two coats of thickness of 100 microns each by bituminous black paint confirms to IS-9862 of reputed make including painting of liners, ERC surface preparation, i.e. cleaning with wire brush / sand paper as a complete job as per Para No 613 (2)(b)(iii) of Indian Railways Permanent Way Manual, as directed by Engineer in-Charge.				
		Painting speed breakers with paint of approved quality & colour over the Bituminous/Concrete surface near approaches to level crossing.				
07	184021	With enamel paint (two coats)	SQM	106.62	22	2,345.64
08	184022	With luminous paint (two coats)	SQM	169.58	20	3,391.60
		Manufacture, supply, assembly, erection, commissioning and testing of Lifting Barrier assembly, having fragmented boom, boom light boxes with suitable gate lamps, bell, boom supports (stay wires) with adjusters, counterweight, pedestal and lock posts with foundation of 'A' type as required, turn-union wheel with brackets, balance and auxiliary weights clamps etc. to approved standard drawing with all fitting and fastenings excluding fringes, complete with contractor's men, equipments and materials, as per specifications and as directed.				
09	185042	Above 6m and up to 8m long Lifting Barrier	SET	192,653.94	1	192,653.94
10	185050	Manufacture, supply, assembly, erection, commissioning and testing of Winch Arrangement for operation of level crossing lifting barriers, as per RDSO's	EACH	36,005.36	1	36,005.36

		approved layout, having standard covering arrangement, foundation of 'A' type as required and pulleys, pulley guides & stakes, horizontal rope wheel, vertical rope wheel, wire adjusting screws, wire ropes 6x 6 x 19 with all fittings, fixtures & accessories to RDSO's approved drawings with all parts including painting of steel work as per specification, as directed with cement concreting complete. Note: Excavation and concrete work will be paid separately.				
11	186012	120mm thick blocks of M-40 grade for heavy traffic.	SQM	1,759.90	65	1,14,393.50
		Fixing of wooden blocks of approximate size of 150mm x300mm x 1200mm on end of check rails including sizing at level crossings with contractor's labour, tools & plants and as directed.				
12	186172	With Contractor's hard wood block	each	3,062.50	2	6,125.00
13	186190	Erecting detonator rail posts at required locations as required including cutting the rail to required length varying from 1.00M to 1.50M, leading the rail pieces from nominated station /mid section from nearest depot to site of work, erecting the rail post by making the pit size as required and filling with CC 1:3:6 mix with 40mm aggregates and painting the rail post with two coats of synthetic enamel paint of approved colour and make, marking of detonator symbol as per site requirement, with contractor's materials, labour, paint, all lead and lifts, etc., complete as per specifications and as directed by the Engineer-in-charge. Note: Excavation and concrete work	each	408.68	4	1,634.72

		for foundation will be paid under relevant item.				
14	194010	Manufacture of flared portion of Guard Rail by cutting and bending to required shape & RDSO's approved drawings. Note: (1) Rails shall be supplied by Railways. (2)One set consists of two rails i.e. both left and right.	SET	3,913.98	2	7,827.96
15	194020	Providing and fixing of flared portion of guard rails of any rail section over PSC sleepers including fixing of with all fittings, including leading of rails and fittings, squaring and adjusting spacing of sleepers as required, providing nose blocks duly cutting wooden blocks supplied by railways and fixing it with bolts of 16mm dia as directed complete and finished as per RDSO's approved drawing. Note: 1.One set consists of LH &RH side rails of one end.2.Required P. Way fittings	SET	3,221.31	2	6,442.62
<b>Total of Schedule B-11</b>						<b>46,10,419.33</b>
<b>Add Escalation @ 11.76%</b>						5,42,185.31
<b>Grand Total</b>						<b>51,52,604.64</b>

**Note:-**

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- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023and ECR USSOR 2021/CPWD D.S.R.2023for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- B-11****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: B-12 (Supply of P. Way Materials)**

SN	Item / USSOR No.	Description of Item	Unit	Rate	Qty.	Amount
01	201010	Manufacture and supply of Hook Bolt 28mm dia. & 320mm long as per RDSO Drg. no. BA-1636/I/R2 from RDSO approved sources	KG	99.93	1220	121,914.60
02	201040	Manufacture & supply of a set of 2 Nos of Elastomeric Pads 25mm / 30mm thick and 4 nos. of Grooved rubber pads as per RDSO drawing No. B/1636/5 alt 2 to suit Insulated H Beam sleepers from RDSO approved sources with all contractor's material, lead, lift, labour, tools, plant and transportation etc. complete as per approved drawings and as instructed by Engineer incharge. Note: One Set consists of 2 nos. Elastomeric Pad 25mm/30mm and 4 nos. Grooved Rubber Pad.	Set	3,263.14	105	342,629.70
03	201080	Supplying of Zero toe load fixtures for H Beam sleepers of 52/60Kg Rails procured from RDSO approved firms as per RDSO approved drawing with up-to-date correction slips and specifications with all contractor's lead, lift, labour, tools, plant, transportation etc. complete as per instructions of Engineer in-charge. Note: Complete fixture for 1 sleeper shall constitute 1 set.	Set	5,202.35	95	494,223.25
<b>Total of Schedule B-12</b>						<b>9,58,767.55</b>
<b>Add Escalation @ 16.70%</b>						<b>1,60,114.18</b>
<b>Grand Total</b>						<b>11,18,881.73</b>

**Note:-**

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- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer**  
**Dated:** \_\_\_\_\_

**Annexure- D-1****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: D-3 (Masonry work)**

SN	Item / USSOR No.	Description of Item	Unit	Rate	Qty.	Amount
	6.0	MASONRY WORK.				
1	6.1.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	7,132.25	25	178,306.25
	6.12S	Half Masonry work				
2	6.13.2	Cement mortar 1:4 (1 cement :4 coarse sand)	sqm	1,123.80	12	13,485.60
<b>Total of Schedule D-3</b>						<b>1,91,791.85</b>
<b>Add Escalation @ 17.00%</b>						<b>32,604.61</b>
<b>Grand Total</b>						<b>2,24,396.46</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/ CPWD D.S.R.2023 and ECR USSOR 2021/ CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/ CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/ CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- D-2****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: D-4 (Concrete Work)**

SN	DSR item no.	Description of Item	Unit	Rate	Qty.	Amount
	4.0	CONCRETE WORK				
	4.1S	Cement concrete (cast in situ)				
1	4.1.3	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources :etc	cum	7,878.50	1.000	7,878.50
	4.10s	DAMP-PROOF COURSE				
2	4.10	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural	sqm	410.85	10.000	4,108.50
	5.0	REINFORCED CEMENT CONCRETE				
	5.9S	FORM WORK				
3	5.9.3	Suspended floors, roofs, landings, balconies and access platform	sqm	927.25	45.000	41,726.25
4	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers	sqm	736.40	40.000	29,456.00
5	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	sqm	961.30	35.000	33,645.50
6	5.9.19	Weather shade, Chajjas, corbels etc., including edges	sqm	951.10	10.000	9,511.00
	5.33S	DESIGN MIX CONCRETE				
		All works upto plinth level				
7	5.33.1.1	Concrete of M25 grade with minimum cement content of 330 kg /cum	cum	9,504.75	11.000	104,552.25
	5.33.2	All works above plinth level upto floor V level				
8	5.33.2.1	Concrete of M25 grade with minimum cement content of 330 kg /cum	cum	9,860.40	12.000	118,324.80
	13.0	FINISHING				
	13.4S	CEMENT PLASTER (IN COARSE SAND)				
9	13.4.2	1:6 (1 cement: 6 coarse sand)	sqm	343.65	650.000	223,372.50
10	13.5.2	1:6 (1 cement: 6 coarse sand)	sqm	395.35	50.000	19,767.50
	13.25	Extra for plastering:		.		
	13.41	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade :				
11	13.41.1	New work (two or more coats)	sqm	185.65	300.000	55,695.00



		over and including water thinnable priming coat with cement primer				
	13.44S	EXTERIOR FINISHING				
12	13.46.1	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied@ 2.20 kg/10 sqm)	sqm	160.60	350.000	56,210.00
13	13.48.3	Painting Steel work with Deluxe Multi Surface Paint to give an even shade. Two or more coat applied @ 0.90 ltr/10 sqm over an under coat of primer applied @ 0.80 ltr/10 sqm of approved brand and manufacture	Sqm.	170.70	20.000	3,414.00
	13.85	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound ) content.				
14	13.105	Re-lettering with black Japan paint of approved brand and manufacture.	per letter per cm height	3.85	21.000	80.85
	17.1	Providing and fixing water closet squatting pan (Indian type W.C.pan ) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required:				
15	17.1.1	White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests	each	6,767.40	1.000	6,767.40
<b>Total of Schedule D-4</b>						<b>7,14,510.05</b>
<b>Add Escalation @ 17.00%</b>						<b>1,21,466.71</b>
<b>Grand Total</b>						<b>8,35,976.76</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/ CPWD D.S.R.2023and ECR USSOR 2021/ CPWD D.S.R.2023for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/ CPWD D.S.R.2023as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/ CPWD D.S.R.2023shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- D-3****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No. ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: D-6 (Steel Work)**

<b>S N</b>	<b>DSR item no.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Rate</b>	<b>Qty.</b>	<b>Amount</b>
	10.0	STEEL WORK				
1	10.5.1	Using M.S. angels 40x40x6 mm for diagonal braces	Sqm	5,804.35	7.000	40,630.45
2	10.10.1	Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement:3coarse sand: 6 graded stone aggregate 20 mm nominal size)	kg	82.45	4.000	329.80
<b>Total of Schedule D-6</b>						<b>40,960.25</b>
<b>Add Escalation @ 17.00%</b>						6,963.24
<b>Grand Total</b>						<b>47,923.49</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- D-4****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: D-9 (Pile work)**

SN	DSR item no.	Description of Item	Unit	Rate	Qty.	Amount
	20.0	PILE WORK				
1	20.1.1	400 mm dia piles	Metre	2,767.00	65.000	1,79,855.00
<b>Total of Schedule D-9</b>						<b>1,79,855.00</b>
<b>Add Escalation @ 17.00%</b>						30,575.35
<b>Grand Total</b>						<b>2,10,430.35</b>

**Note:-**

- [1] Only one percentage is to be quoted.
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- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- C-1****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:** - Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: C-1 (Supply of Cement)**

SN	DSR item no.	Description of Item	Unit	Rate	Qty.	Amount
	025070	Supply and using Cement at Worksite				
01	025072	Ordinary Portland Cement 53 grade of approved brands/makes	MT	9,573.35	1146	10,971,059.10
<b>Total of Schedule C-1</b>						<b>1,09,71,059.10</b>
<b>Add Escalation @ (-) 19.97%</b>						<b>21,90,920.50</b>
<b>Grand Total</b>						<b>87,80,138.60</b>

**Special Condition for Supply of Cement.**

1	Material, as per requirement, shall be brought to site and kept under contractor's custody at his own cost and risk, without any damage like setting of cement etc.
2	Payment of the materials will be made through running and final bills, as per actual consumption in the work and whatever wastage that taken place i.e. empty bags, etc. will be contractor's property and the same will be removed from site at his own cost.
3	The material is to be procured from the main producers/authorized stockyard and shall conform to latest IS (BIS) specifications of approved company.
4	Cement bags preferably in paper bags should bear following information with legible marking
(i)	Manufacturer's name.
(ii)	Registered Trade mark of Manufacturer, if any.
(iii)	Type of cement.
(iv)	Weight of each bag in Kg.
(v)	Date of manufacture (Generally marked as week and month of year of manufacture.)
(vi)	It will bear ISI certification mark.
5	Manufacturer's test certificate conforming to latest IS (BIS) specification should also be produced by Contractor, duly authenticated by the Gazetted officer of the Engineering Department.

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

**Annexure- C-2****EAST CENTRAL RAILWAY  
(Construction Department)****E-Tender Notice No.ECR-CAO-C-N-ETN-04-26-27**

**Name of Work:-** Construction of Well foundation, substructure & superstructure of Br. No. 75 in Diversion along with 1 no. of Gate lodge and other allied works at Km-89869.60 (131/8-9) in between Lalitgram-Narpatganj section of Saraighat-Forbesganj in Samastipur Division of E. C. Railway.

**SCHEDULE: C-2 (Supply of Reinforcement)**

SN	DSR item no.	Description of Item	Unit	Rate	Qty.	Amount
1.	025080	Supply of steel reinforcement of approved brands/makes for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.				
	025082	Thermo-Mechanically Treated bars of grade Fe-500D or more of approved brands/makes.	KG	113.69	260000	29,559,400.00
<b>Total of Schedule C-2</b>						<b>2,95,59,400.00</b>
<b>Add Escalation @ (-)15.68%</b>						<b>(-) 46,34,913.92</b>
<b>Grand Total</b>						<b>2,49,24,486.08</b>

**Note:-**

- [1] Only one percentage is to be quoted.
- [2] The item description as given is only brief and work is to be executed as per the detailed description and specifications available in ECR USSOR 2021/CPWD D.S.R.2023 and ECR USSOR 2021/CPWD D.S.R.2023 for works and materials.
- [3] In case of any discrepancy in item details/ rates /unit and item reference of ECR USSOR 2021/CPWD D.S.R.2023 as mentioned in this schedule, the corresponding provisions of the ECR USSOR 2021/CPWD D.S.R.2023 shall prevail and the decision of the Railway in this regard shall be final and binding.

**Special condition for Reinforcement Steel.**

1. Materials, as per requirements, shall be brought to site and kept under contractor's custody at their own cost and risk without any demurrage like rusting of steel.
2. Payment of the materials will be made through running and final bills, as per actual consumption in the work and whatever wastage that take place i.e. cut pieces etc. will be the contractor's property and same shall be removed from the site at his own cost.
3. a All reinforcement steel (TMT Bars) and structural steel shall be procured as per specifications mentioned in BISs documents - IS : 1786 and IS : 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.
- 3.b These steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of steel having Integrated steel Plants (ISP), using iron ore as the basic raw material and having in-house iron Rolling facilities, followed by production of steel through the process of DRI-EAF, BF-BOF and Corex-BOF only.
- 3.c However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG officer of the Zonal Railway on case to case basis for this purpose."
4. The Railway reserves the right to take samples of materials supplied by the contractor and to get the same tested in reputed laboratories and the results thereof shall be binding on the contractors.

**Witness:-**

- 1.
- 2.

**Signature of tenderer****Dated:** \_\_\_\_\_

<b><i>End of Tender Document</i></b>
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