

WESTERN RAILWAY
(Survey & Construction)

Tender No. IND -DINL-DyCE-C-I-140-R



Office of the
Dy. Chief Engineer (Construction) I,
Western Railway, Indore.

Tender No. IND -DINL-DyCE-C-I-140-R

Name of Work :- Hiring of Diesel pump to drain out rain water/Sludge/mud at surrounding areas of various locations in between Tihi-Gunawad & Gunawad –Dhar section in connection with DHD –IND New BG line project.

- | | |
|--------------------------------|-----------------------------------|
| 1. Mode of Tender | : E-Tender (Single Packet System) |
| 2. Approximate cost of work | : Rs. 14,49,696.00 |
| 3. Earnest Money /Bid Security | : Rs. 29,000/- |
| 4. Completion Period | : 06 Month |
| 5. Cost of Tender Document | : Nil |

Tender closing time & date : at 15.00 hrs. 03-07-2026

Tender opening time & date : at 15.30 hrs. on 03-07-2026

Complete detail of tender is available On E-Tender portal www.ireps.gov.in

Tender Documents Not Transferable

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

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List of Annexure of Indian Railway Standard General Condition of Contract, April 2022.

The following annexure of Indian Railway Standard General Condition of Contract, April 2022(IRSGCC-2022) with all correction slips issued till date of invitation of tender, shall also be part of this tender document

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DISCLAIMER

The information contained in this tender document or subsequently provided to the tenderer, whether verbally or in documentary form by or on behalf of the Western Railway, their employees, is provided to the tenderer on the terms and conditions set out in the tender document and all other terms and conditions subjected to which such information is provided.

The purpose of the tender document is to provide the tenderer with information to assist in the formulation of their Proposal. The tender document does not purport to contain all the information for all the persons, and it is not possible for Western Railway, their employees to consider the business/investment objectives, financial situation and particular needs of each tenderer who reads or uses this tender document. Each tenderer should conduct its own investigations, inspection and analysis, and should check the accuracy, reliability and completeness of the information in the tender document and wherever necessary obtain independent advice from appropriate sources. Western Railway, their employees make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the tender document.

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TENDER DOCUMENT

The tender document consists of "Standard Tender Document", "IRSGCC-2022 (with all correction slips issued till date of invitation of tender)", "Technical Specifications of Items (USSOR & Non-Schedule)", "Special Condition of Contract" and all other documents uploaded along with Tender Notice on e-Tender Portal www.ireps.gov.in.

1. MEANING OF TERMS

- (A) **Applicability:** These Conditions of Contract shall be applicable for all the tenders and Contracts of Railways for execution of Works as defined in GFR 2017.
- (B) **Order of Precedence of Documents:** In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
- Letter of Award/Acceptance (LOA)
 - Bill (s) of Quantities
 - Special Conditions of Contract
 - Technical Specifications as given in tender documents
 - Drawings
 - 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.
 - 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.
 - CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - Indian Railways Unified Standard Specifications (Works and Material) 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.
 - IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- 1.1. Interpretation:** These Regulations for Tenders and Contracts shall be read in conjunction with the Indian Railway General Conditions of Contract (IRSGCC-2022) with all correction slips issued till date of invitation of tender which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.
- 1.2. Definition:** In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:
- a) **"Railway"** shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- b) **"General Manager"** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- c) **"Chief Engineer"** shall mean the Officer in charge of the Engineering Department of Railway and

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shall also include the Principal Chief Engineer/ CAO/C & nominated Chief Engineer by Principal Chief Engineer/ CAO/C and shall mean and include their successors of the Successor Railway.

- d) **"Divisional Railway Manager"** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- e) **"Engineer"** shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- f) **"Tenderer"** shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- g) **"Limited Tenders"** shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- h) **"Open Tenders"** shall mean the tenders invited in open and public manner and with adequate notice.
- i) **"Works"** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.
- j) **"Specifications"** shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Principal Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - 2. "Delhi Schedule of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- l) **"Drawings"** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms
- m) **'Contractor's Authorized Engineer'** shall mean a graduate Engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- n) Date of inviting tender shall be the date of publishing tender notice on e-Tender Portal www.ireps.gov.in if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- o) **"Bill of Quantities"** shall mean Schedule of Item(s) included in the tender document along with respective quantities.

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

2. TENDER FOR WORKS

2.1 e-Publishing

2.1.1 Tender notice and Tender Documents for open Tenders are being published on internet e-Tender Portal www.ireps.gov.in general information purpose.

2.1.2 Offer for the Tender is to be submitted online through e-Tender Portal www.ireps.gov.in and details are to be entered by the tenderer online. It is advisable to download and study the tender document before submitting their offers. Submission of Physical copy of the offers or tender document is prohibited.

2.1.3 This tender is required to be submitted as per the tender conditions in through online e- Tender Portal

Signature of Tenderer(s)

Date: _____

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www.ireps.gov.in before the date and time stipulated in the tender document. The tender details are available on e-Tender Portal www.ireps.gov.in and the same can be used while submitting the offer. Tenderer will require a valid Class III Digital Signature certificate to register and submit their offer through e-Tender mode.

2.1.4 Tenderer is advised to register their agency well in advance on e-Tender Portal www.ireps.gov.in and submit their offer through e-Tender before the stipulated time. It is responsibility of the tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender online.

2.1.5 Tenderer is free to download tender document at their own risk and cost, for the purpose of perusal and accustomed themselves regarding instructions, scope and location of work, Technical and Non-technical special conditions, etc. stipulated in the tender document. After award of work, an agreement will be prepared based on the documents uploaded on e-Tender Portal www.ireps.gov.in.

2.2 Amendment of Tender Document

Before the bidding process, Railway may modify the 'Tender Document' by issuing Addendum/Corrigendum. It is the responsibility of the tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on website and same shall be taken in to account while submitting the tender offer.

Railway may also extend date of closing of tender, for which system generated SMS/email to be sent to all tenderer who have submitted their bid. During the extended period, tenderer may modify their offer. **Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-tendering.**

2.3 Completion Period

As per publishing tender notice on e-Tender Portal www.ireps.gov.in

2.4 Validity of Tender Offer

As per publishing tender notice on e-Tender Portal www.ireps.gov.in

2.5 Scope of Work and Drawings

The scope of work & general features of work, site specific requirement, drawing, safety precaution, general feature of tender etc. is mentioned in Special Condition of Contract attached with tender document

2.6 Tender Form - 1 (Cover Letter)

The tenderer shall upload cover letter duly signed as per proforma given in **Annexure-I** on e-Tender Portal www.ireps.gov.in.

2.7 Tender Form - 2 (General information of the Tenderer)

The tenderer shall upload details mentioned in **Annexure-II** on e-Tender Portal www.ireps.gov.in.

2.8 Tender Form - 3 (Power of Attorney)

The power of attorney for authorized signatory (if any) shall be as per **Annexure-III** and shall be executed on Non-Judicial Stamp Paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm/ Company who is issuing the Power of Attorney in favour of Authorized Signatory. The tenderer shall upload power of attorney complete in all respect on e-Tender Portal www.ireps.gov.in. The *original Power of Attorney shall have to be submitted by successful tender to Railway after award of the tender.*

2.9 Tender Form - 4(A) - Technical Eligibility

The tenderer shall upload the details of works completed during last 07 (seven) years (ending last day of month previous to the one in which tender is invited) as per **Annexure-IV** with all relevant documents as per **Para 3.4.1** and Completion Certificate as Per **Annexure-VII**.

2.10 Tender Form- 4(B) - Financial Eligibility

The tenderer shall upload the details of payment received in previous three financial years & the current financial year up to the date of inviting of tender as per **Annexure- VI(B)** with all relevant documents as per **Para 3.4.2**

2.11 **Bid Capacity Eligibility:** The bid capacity is required to be submitted/uploaded with tender/bid when tender value is more than Rs.10.0 Crores. The tender/technical bid will be evaluated based on bid capacity formula detailed in Annexure-VI (A) of IRSGCC- 2022 (with all correction slips issued till date of invitation of tender).

The tenderer/bidder shall have to submit/upload requisite information in a proforma (tabular form) as

Signature of Tenderer(s)

Date: _____

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per **Annexure-XI, XII & XIII** with all supporting documents.

INSTRUCTION TO TENDERER AND CONDITION OF TENDER

3.0 CARE IN SUBMISSION OF TENDER

3.1 Tenderer Constitution and Requirement of authorized signatory

- 3.1.1 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 IRSGCC Part-II (with all correction slips issued till date of invitation of tender)**' for the completion of works to the entire satisfaction of the Engineer.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 *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.*

- 3.1.6 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.
- 3.1.7 *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*

Signature of Tenderer(s)

Date: _____

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such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

Commented [BS1]:

"On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS."

- 3.1.9 The tenderer shall have to upload e-Tender Portal www.ireps.gov.in a copy of "Certificate stating that all their statements/documents submitted/uploaded along with bid" are true and factual. Standard format of certificate to be submitted/uploaded by the tenderer is as per **Annexure-V of IRSGCC-2022 (with all correction slips issued till date of invitation of tender)**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure -V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the tenderer shall result in **SUMMARILY REJECTION** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and upload the supporting documents duly self- attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

3.1.10 Tenderer Constitution and Requirement of Authorize Signatory

The tenderer/s who are constituents of Proprietary Firm/ Partnerships Firm/Company, Joint Venture(JV) Association or Society etc. must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender Form 3 (**Para 2.8**) of tender document. 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, JV association or society as the case may be). The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the award of the contract. **Para1(iv) of Annexure-X** specifies the action to be taken in such matters. The cost of such action, including legal advice will be chargeable to the Tenderer/ contractor.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (Please refer **Para 3.6** and **Annexure- III** also).

3.2 Cost of Tender Document

As per publishing tender notice on e-Tender Portal www.ireps.gov.in. The cost of Tender documents will be as per latest guidelines of Railway Board and shall be paid by the tenderer on e-Tender Portal www.ireps.gov.in. The cost of Tender document is not refundable.

3.3 Bid Security:

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

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

Note:

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

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- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (iv) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (v) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure- VIA** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. ***The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids).***
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the ***** Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
 - ix. ***The Bid Security/ PBG / SD in form of Paper securities (Bank Guarantees, FDRs etc.) must be submitted with beneficiary PFA Western Railway, Churchgate Mumbai.***

3.4 Eligibility Criteria

The Tenderer will be required to meet the following eligibility criteria for which credentials to be uploaded by the tenderer, along with bid (**Applicable only for Works costing more than Rs.50.0 lakhs**). No Technical and Financial credentials are required for Works tenders having value up to Rs 50 lakh.

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3.4.1 Technical Eligibility Criteria

The Tenderer will be required to meet the following eligibility criteria for which credentials to be uploaded by the tenderer, along with bid (**Applicable only for Works costing more than Rs.50.0 lakhs**). No Technical and Financial credentials are required for Works tenders having value up to Rs 50 lakh.

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

The similar nature of work as mentioned in para 3.4.1(a) above means that the work of

Similar Nature of work: Not applicable

- (b) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

- (b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

Note:

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 issue such certificates.

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

3.4.2. Financial Eligibility Criteria

The tenderer must have minimum average annual contractual Turnover of V/N or 'V' whichever is less, where

V= Advertised value of the tender in crores of Rupees

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

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

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

3.4.3. Credentials if submitted with bid 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.

3.4.4. Explanation for Para 3.4 -Eligibility Criteria

1. [Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 – Eligibility Criteria:
2. 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.
3. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

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4. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
5. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials
6. 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.
7. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
8. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
9. 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 $0.3 \times 0.2 \times$ 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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

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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.

15. 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.
16. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
17. In case company A is merged with company B, then company B would get the credentials of company A also.]

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

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

3.6 Documents for Eligibility in case of constitution of firm by the Proprietary firm/Partnership firm/JV/Society/Companies /HUF etc.to be submitted/uploaded along with tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted/uploaded by the tenderer:
- (a) **Sole Proprietorship Firm:**
- (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (b) **HUF:**
- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (c) **Partnership Firm:**
- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
- (d) **Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
- (e) **Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** Of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
- (f) **(e) LLP (Limited Liability Partnership):**
- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

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- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were/ are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
- (g) **Registered Society & Registered Trust:**
 - (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (vi) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (vii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no Suomoto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (viii) A tender from JV shall be considered only where permissible as per the tender conditions.
- (ix) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (h) **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 flather 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 acer 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 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.

3.7 Joint Venture (JV)

The JV firm is allowed to participate only in the tenders of value more than Rs.10.0 Crores.

Guidelines regarding for Participation of Joint Venture Firms in Works Tender are as detailed below:

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

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- 3.7.2 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%.
- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 Bid Security shall be submitted by JV or authorized person of JV either as:
- Cash through e-payment gateway or as mentioned in tender document, or
 - 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.
- 3.7.6 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.
- 3.7.7 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.
- 3.7.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 3.7.9 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 becomes 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.
- 3.7.10 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.
- 3.7.11 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:
- 3.7.12 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

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due to non- execution of the contract or part thereof.

- 3.7.13 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.
- 3.7.14 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 3.7.15 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.
- 3.7.16 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.
- 3.7.17 Documents to be enclosed by the JV along with the tender:
- 3.7.17.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 3.7.17.2 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.
- 3.7.17.3 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 in to 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.
- 3.7.17.4 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 the 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

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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.

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

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

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

3.7.17.7 A Power of Attorney executed and issued overseas, the document will also to be legalized by the Indian embassy and notarised in the jurisdiction where 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.

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 3.4.1. above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV who is/ are not satisfying the technical eligibility for the work as per para 3.4.1. above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 3.4.1. above, shall be satisfied by either the JV in its own name & style' or 'Lead member of the JV and technical eligibility for other component(s) of work as per para 3.4.1 above, shall be satisfied by either the JV in its own name & style' or 'any member of the JV'. Each other (non-lead) member(s) of JV, who is/are not satisfying the technical eligibility for any component of the work as per para 3.4.1. above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria i.e. each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years ending last day of month previous to the one in which tender is invited, one similar single work for a minimum 10% of cost of any component of work mentioned in technical eligibility criteria.

- a) The Major component of the work/or 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.

Signature of Tenderer(s)

Date: _____

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3.7.19 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 3.4.2. above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 3.4.2. above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

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

3.7.19.1 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 3.4.2. above.

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

3.8 Employment/ Partnership etc. of Retired Railway Employee

(a) Should a tenderer

- (i) be a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- (ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, OR
- (iii) being an incorporated company have any such retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons. Note: - If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract of IRSGCC-2020 Part-II (with all correction slips issued till date of invitation of tender).

3.8.1 The tenderer shall upload a 'Certificate of Information Regarding Employment/ Partnership etc.

Signature of Tenderer(s)

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of Retired Railway Employees with the Tenderer' as per **Annexure-XV**.

- 3.8.2 The tenderer shall also upload a "Certificate of No Relative being an Employee of Western Railway as per **Annexure-XVI**.

3.9 Conflict of Interest

- 3.9.1 Railway Administration considers "**Conflict of Interest**"; to be a situation in which party has interests that could improperly influence the tendering process or that party's Performance of official duties or Responsibilities, Contractual Obligations or Compliance of applicable laws and regulations.

Any Tenderer(s), which in the opinion of Railway Administration has or may have the likelihood of a conflict of interest, **shall be disqualified**. Without limiting the generality of the above, a Tenderer shall be considered to have a conflict of interest that affects the tendering process, if;

- 3.9.1.1 Such tenderer, its Member (In case of Partnership firm) or any of its Constituents and any other Tenderer for the same work, its Member or any of its constituents have cross ownership interest; provided that this disqualification shall not apply in case the direct or indirect ownership/Shareholding (of paid up and subscribed shares) of a Tenderer, its Member or any of its constituent in the other Tenderer, its Member or any of its constituent is less than 10% (Ten percent); or
- 3.9.1.2 Such Tenderer or a Member of such Tenderer is also a member of another Tenderer for the same work; or
- 3.9.1.3 Such Tenderer has the same authorized Signatory/ representative for a tender as any other Tenderer for the same work; or
- 3.9.1.4 Such Tenderer, its Member or any of its Constituent has participated as consultant to Railway in the preparation of any document, design or technical specifications for the same work; or
- 3.9.1.5 If legal, financial or technical advisor of Railway for the same work is or has been engaged by Tenderer, its Member or any of its Constituent in any manner for matters related to or incidental to the same work during or prior to the Tendering process up to the signing of Agreement; or
- 3.9.1.6 Such Tenderer, its Member or any of its Constituent and the consultant of Railway for the same work, its Member or any of its Constituent have cross ownership interest; provided that this disqualification shall not apply in cases the direct or indirect ownership/ shareholding (of its paid up and subscribed shares) of a tenderer, its Member or any of its Constituents in the consultant of Railway for this work, its Member or any of its Constituent, or vice versa, is less than 10% (Ten percent); or
- 3.9.1.7 Such Tenderer, its Member or any Constituent thereof received or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer for the same work, its Member or Constituent, or has provided any such subsidy, grant concessional loan or subordinated debt to any other Tenderer for the same work, its Member or any Constituent thereof; or
- 3.9.1.8 Such Tenderer, or any Constituent thereof, has a relationship with any other Tenderer for the same work, or any Constituent thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Tender of either or each other for the same work.
- 3.9.2 Disqualification specified under **Sub para 3.8.1(a) to (h)** shall not apply to the Tenderer or its Member of both Public and Private unless and until such Tenderer or its Member is a Constituent of another Tenderer or its Member or Railway Consultant for the same work.

- (i) Tenderer/ Each Member of the firm shall submit the following documents on the basis of which it has arrived at the conclusion that it does not have any Conflict of interest:

Signature of Tenderer(s)

Date: _____

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- (ii) List of Constituents along with their shareholding and registered office address;
- (iii) The details of each of shareholders holding more than 10% in the firm, each of its members and their Constituents;
- (iv) A chart showing the relationship of the Tenderer/Members of the firm with their respective constituents.
- (v) Notwithstanding anything contained herein above, Railway may, after opening of Tender, seek a reconfirmation that there is no conflict of interest among the Tenderer, Members and / or Constituents of the Tenderer/ Members of the firm, within a period to be stipulated by Railway. Railway will also seek reconfirmation from its legal, financial or technical advisors that there is no conflict of interest with the tenderer.

3.10 Fraud & Corrupt Practice

3.10.1 The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, Railway shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, Railway shall forfeit and appropriate the contract security or Performance Guarantee as the case may be, as mutually agreed genuine pre- estimation compensation and damage payable to Railway towards, inter alia, time, cost and effort of Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.

3.10.2 Without prejudice to the right of Railway hereinabove and the rights and remedies which Railway may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by Western Railway during a period of 02 (Two) years from the date such Tenderer, Member or Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.**

3.10.3 For the purposes of this clause, the following terms shall have the meanings hereinafter respectively assigned to them; **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of in respect of any matters relating to the work or the LOA or the Agreement, who relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of Railway in relation to any matter concerning to work.

- (i) **"Fraudulent practice"** means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;
- (ii) **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tendering process; **"Un-desirable Practice"** means establishing contract with any person connected with or employed or engaged by Railway and/ or the Ministry of Railways and / or

Signature of Tenderer(s)

Date: _____

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any Ministry or Department, Authority or body whether statutory or non- statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and

- (iii) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderer with the objective of restricting or manipulating a full and fair completion in the tendering process.

3.11 Confidentiality

Information relating to the examination, clarification, evolution and recommendation for the tenderer shall not be disclosed to any person, who is not officially concerned with the process or is not retained Professional Advisor advising Railway, in relation to, or matter arising out of, or concerning the tendering process. Railway will treat all information submitted/uploaded as part of the tender, in confidence and will require all those who have access to such material to treat the same in confidence. Railway may not divulge any such information unless it is directed to do so by a Court of Law and/or any statutory entity that has the power under Law to require its disclosure.

3.12 Miscellaneous

The Tendering process shall be governed by and construed in accordance with the Laws of India and the **Courts at Gujarat for Vadodara, Ahmedabad, Rajkot & Bhavnagar Division, Maharashtra for Mumbai Division and Madhya Pradesh for Ratlam Division** shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the Tendering process. Railway in its sole discretion and without incurring any obligation or liability reserves the right at any time to;

- (i) Suspend or cancel the Tendering process and /or amend and/ or Supplement the Tendering process or modify the dates or other terms & condition relating thereto;
- (ii) Consult with any Tenderer in order to receive clarifications or further information;
- (iii) Retain any information and /or evidence submitted to Railway by, on behalf of, and/ or in relation to any Tenderer, and /or.
- (iv) Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any tenderer.

3.12.1 No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the tender documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

3.12.2 For the sake of clarity, the Tenderer (s) may note that in case there are any obligation(s) or condition(s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/ or obligations should be read in conjunction with each other and all of them have to be fulfilled.

3.12.3 It shall be deemed that by submitting the Tender, the tenderer agrees and releases Railway, its employees, agents, consultants and advisers , irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against Railway, its employees, agents, consultants and advisers.

3.12.4 The Tender Documents including all attached documents are and shall remain the property of Railway and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Tenders. Railway will not return any Tender or any information provided to it by the tenderer.

Signature of Tenderer(s)

Date: _____

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3.13 Preparation & Submission of Document

The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the tender is submitted, no tenderer will be permitted to withdraw his/their tender on the ground of any alleged defect in the site or its conditions.

3.14 Tenderer's Credentials

Documents testifying tenderer's previous experience and financial status should be uploaded along with the tender. Tenderer(s) shall upload along with his/their tender.

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Account et regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work (**Annexure-XVII**). Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work (**Annexure- XVIII**). The statement of works being executed/in hand by the contractor/s (**Annexure-XIX**).

All these annexures duly filled & signed shall be uploaded by the tenderer on e-Tender Portal www.ireps.gov.in.

- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted/uploaded along with bid are true and factual. Standard format of the certificate to be submitted/uploaded by the bidder is enclosed as "**Annexure-V of IRSGCC-2022**". In addition to Annexure-V, in case of other than Company, /Proprietary firm, Annexure V(A) shall also submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non- submission of a copy of certificate by the bidder shall result in **SUMMARILY REJECTION** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit/upload the supporting documents duly self-attested by which he/they is/ are qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) Railway reserved the right to verify all statements, information and documents submitted/uploaded by tenderer/bidder in each 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 obligation and liabilities hereunder nor will it affect any rights of the railway thereunder.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process of evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit or action as Bid Security Declaration besides banning of business for a period of upto **Two years**.
- (b) In case of any information submitted by tenderer with tender/bid is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid security (EMD), Performance Guarantee and Security Deposit available with railway shall be forfeited. In addition, other dues of contractor, if any under this contract shall be forfeited and agency shall be banned for doing business for aperiod of up-to **Two years**.

Note: Non-compliance any of the conditions set forth therein above is liable to result in the tender to be rejected.

4. CONSIDERATION OF TENDERS

*Similar Nature of Work physically completed within qualifying period as given in **Para 3.4.1** of this tender document (even though the work might have been commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.*

4.1 Right of Railway to Deal with Tender

Notwithstanding anything contained in tender document, Railway Administration reserves the right to accept or reject any tender and to annul the tendering process, and reject all Tenders at any time during Tendering process, without thereby any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) for Railway action. In the event Railway reject

Signature of Tenderer(s)

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or annuls all the tender(s), it may at its discretion to invite fresh Tender.

- 4.1.1 The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and 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.
- 4.1.2 If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
- 4.1.3 If the tenderer(s) expire(s) after the submission of his/their tender or after the acceptance of his/their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

4.2 System of Tendering

System of tendering for tender is as per publishing tender notice on e-Tender Portal www.ireps.gov.in.

- 4.2.1 **Single Packet System of Tendering:** Technical & Financial bid shall be opened at a time. In case of tenders costing less than Rs.10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
- 4.2.2 **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than **Rs.10 crores** or as advised by Railway Board time to time by updated policy guide lines. In this system, first technical bid will be opened and evaluated. Thereafter, financial bids of the technically successful tenderer shall only be opened.
- 4.2.3 **Two Packets with e-Reverse Auction System of Tendering:** This system of tendering shall be adopted for the tenders of value more than Rs.50.0 Crores.

4.3 Opening of Tender

The e-tender is opened after closing date and time of submission online bids on Tender Portal www.ireps.gov.in through Digital Signature Certificate/Encryption

Certificate of concern Authorized Officer of Railways on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.

4.4 Conditional offer and Alternative proposal by Tenderer

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

4.5 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.

4.6 Withdrawal of Offer

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

4.7 Omission, Discrepancies & Clarification

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

Signature of Tenderer(s)

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- 4.8 **Evaluation of Tender/ Bids** The tender offers will be evaluated by Railway to check whether he/they meet the Eligibility Criteria as laid down in **Para 3.4** above. Thereafter declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by Railway. To facilitate evaluation Railway may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by Railway. Notwithstanding anything to the contrary contained in the Tender Documents. Railway may, at its sole discretion, waive any minor infirmity, non- conformity or irregularity in a Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservations.

"No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo- moto post tender letters of the tenders shall be treated as NULL&VOID."

5. CONTRACT DOCUMENT

5.1 Execution of Contract Document

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance there of shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money or action and other dues payable to the Contractor under contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

5.2 Performance Guarantee

- (a) The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup

recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect

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

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

- (i) A deposit of Cash;
(ii) Irrevocable Bank Guarantee;

Signature of Tenderer(s)

Date: _____

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(iii) Insurance Surety Bond as per Annexure-XVII.

Note:-

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Order and Demand Drafts tendered by any Scheduled Commercial Bank of India
- (vi) Guarantee Bond 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 Defense Certificates;
- (x) Ten years Defense Deposits;
- (xi) National Defense 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 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.
- (e) 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:
 - 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.
- (i) 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.
- (ii) The Contract being determined or rescinded under clause 62 of these conditions
- h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below.

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

5.3 Form of Contract Document

Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor.

Signature of Tenderer(s)

Date: _____

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5.3.1 For Zone Contracts, awarded on the basis of the percentage above or below the applicable Schedule of Rates for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, **Annexure-II of IRSGCC-2022**. During the currency of the Zone Contract, work orders as per specimen form **Annexure-III of IRSGCC- 2022**, for works not exceeding ₹.5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

5.3.2 For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form **Annexure- IV of IRSGCC-2022**.

5.4 Security Deposit

The successful tenderer shall have to submit Security Deposit as per **Clause 16 of IRSGCC-2022 Part-II(with all correction slips issued till date of invitation of tender)**.

5.5 Applicable Charges/Recoveries etc.

5.5.1 Income Tax

Railway will deduct 2% of income tax on the Net Amount (i.e. Gross Amount minus GST) and surcharge on income tax of each bill as prescribed by Government from time to time or rate of income tax specified by Income Tax Department in favour of the contractor.

5.5.2 Deployment of Technical Supervisor

As per special condition of contract enclosed along with tender document. The necessary deduction for non-deployment of qualified technical personnel shall be as per special condition of contract.

5.5.3 Tools and Plants

The hire charges of tools and plants shall be as per prevailing rules of Railway.

5.5.4 Price Variation Clause

Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs.2 **Crore**.

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).

5.5.4.1. Price Variation Clause shall be dealt with in accordance with provisions of **Clause 46(A)** of IRSGCC-2022 Part-II (with all correction slips issued till date of invitation of tender).

5.5.4.2. Price Variation Clause shall not apply to such Works Contracts which is either an Annual Maintenance Contract of a Zonal Contract.

5.5.5 Maintenance Period

The maintenance period of various shall as per following table:

SN	Nature of Work	Maintenance Period
1	Bridge/ROB/RUB/ RORs	04 years from date of completion
2	White/Colour Washing	Three Calendar months from date of completion
3	All New works except Earthwork	Six Calendar months from date of completion
4	Earthwork & Cess Repair Works	Six Calendar months or Monsoon period which ever is later
5	Ballast Supply	No maintenance period

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Date: _____

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6	Track Works	Normalization of speed/relaxation of speed as per tender condition
7	All Other Works, Including Building and Structures	Six Calendar months or as per special condition of contract

The tenderer(s) shall be required to maintain the work effectively for a period of as mentioned above from the date of completion as per Clause 47 of the General Conditions of Contract -2022 and no part refund of Security Deposit shall be permitted during the maintenance period mentioned above.

5.5.6 Others Taxes & Royalty

The Contractor shall bear, in full, all taxes and royalties levied by the State Government and/or the Central Government from time to time. This shall be entirely a matter between the Contractor and the respective Government authorities. The Contractor shall submit an undertaking on a non-judicial stamp paper confirming that all applicable taxes and royalties levied by the State and/or Central Government have been duly paid. The final bill and Security Deposit (SD) shall not be released until submission of the said undertaking

5.5.7 Disaster Management

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

5.5.8 Emergency Work

In the event of any accident or failure occurring in the execution of work/arising out of it which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency/agencies to execute or partly execute the necessary work or carry out repairs if the Engineer-in-charge considers that the contractor(s) is/are not in a position to do so in time without giving any notice and charge the cost thereof, to be determined by the Engineer-in-charge, to the contractor.

5.5.9 Damage by Accident/ Flood/ Tides or Natural Calamities

The Contractor shall take all precautions against damages from accidents, floods tides or other natural occurrences. He shall not be entitled to any compensation for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damage to any structure or part of a structure, plant or material of every description belonging to the Railway covered under the Contract, lost or damaged by him due to any cause during the course of execution of work. The Railway Administration will not be liable to pay the contractor any charge for rectification or repair to any damage which may have occurred from any cause what so ever.

5.5.10 Conservancy Cess Charges

Conservancy Cess Charges shall be deducted from each bill as per extant instruction of Railway Board. (Latest instruction for deduction of Conservancy Cess Charges is as per Railway Board's letter No. F(X)/95/1/1 Dated 07.09.2021 enclosed as **Annexure-XXI**).

6.0 Advances to Contractor

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

Signature of Tenderer(s)

Date: _____

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prescribed in Clause 46.4 of the Standard General Conditions of Contract.

• **Mobilization Advance –**

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

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

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

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

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

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

• **Advance Against Machinery and Equipment –**

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

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

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

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.
- (ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilization advance.
- (iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- (iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

7.0 **Applicability of GCC:** IRSGCC April 2022 with correction slip upto the date of invitation of

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Date: _____

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tender shall be applicable.

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

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

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

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

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

1. It has been decided by Railway Board that henceforth, all works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.
2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth.
 - (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
 - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
 - (iii) The option so exercised, shall be an integral part of the bidder's offer.
 - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
 - (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC.
 - (b) The contractor shall select his advising / Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under the arrangement. The bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from the against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.

Signature of Tenderer(s)

Date: _____

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- (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorization, a copy of document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any numbers of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

Signature of Tenderer(s)
Date: _____

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ANNEXURE - I

TENDER FORM (First sheet)

Name of Work: "As mentioned in NIT"

To
The President of India
Acting through the Dy. CE (C) -I / INDORE Western 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 60 days (90 days in case of two packet system) from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Western Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects----- months **(As mentioned in NIT)** 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 ₹ ----**(As mentioned in NIT)** 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 isvalid upto..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No.is-----

With -----and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of tenderer
Date
Address of the tenderers/s

Signature of Tenderer(s)
Date: _____

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ANNEXURE – II

TENDER FORM – 2: GENERAL INFORMATION OF THE TENDERER

SN	Item Description	Item Details
A	General Information	
1	Name of the Tenderer	
2	Constitution of Tenderer ¹ (Tick as applicable)	Sole Proprietor/Partnership Firm/Pvt.Ltd Co./ Public Ltd. Co./ JV/ Society/ (any other)
3	Act under which Tenderer is Registered	Company Act, Firm & Societies Act, Co-operative Societies Act, Income- Tax Act, / (any other) etc.
4	Registration details ²	
5	PAN No. ²	
6	GSTIN No. ²	
7	Registered Address	
8	Communication Address along with Telephone, Fax and Email address	
9	In case of Joint Venture (JV),MOU and other details ³	
10	Details of Bank account on which payment shall be released	
B	Bank details	
1	Beneficiary Name	
2	Beneficiary Address	
3	Bank Name	
4	Branch Address	
5	IFSC Code	
6	MICR Code	
7	Account Type	
8	Account Number	
9	Partners of account in the Bank ⁴	
10	Signature of Beneficiary	

Signature of Tenderer(s)
Date: _____

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Superscript Notes:

1. Please submit/upload the supporting documents demonstrating the status of Applicant / Tenderer as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed, Affidavit in case of sole proprietor etc. as the case maybe.
2. Please submit/upload the copy of the registration certificate as applicable, PAN card, GSTIN certificate should also been up loaded.
3. In case of Joint Venture, details as per **Annexure-VI (B)** need to be submitted with tender/bid. JV firms are not allowed to participate in the works costing less than or equal to Rs.10.0 Crores. (Railway Board letter no: 2002/CE-I/CT/37 JV Pt. VIII Dated: 14.12.2012).
4. Details of all the partners of the subject bank account need to be disclosed by the Tenderer on its letter head under the signature of person who is authorized to operate the subject bank account.

Signature

Name & Designation
(In Capital)

Address

.....

.....

Date.....

Signature of Tenderer(s)

Date: _____

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Annexure-IV

**DETAILS OF ALL THE WORKS COMPLETED IN LAST 7 YEARS INCLUDING CURRENT YEAR
(All figures in Rs Lakhs)**

SN	Name of the Work	Name of Organization	Contract Agreement No and Date	Original Value Of Contract Agreement	Final cost of Completed work	Actual Date of Completion	Nature of the Firm	Completion Certificate uploaded at Page	% Age of the Tenderer	Amount for Technical eligibility	Brief details about Nature and Scope of work
1	2	3	4	5	6	7	8	9	10(=9x5)	11	
1											
2											
3											
Total											

Superscript Notes:

- The tenderer should clearly mention Name & Nature of the Firm (as per guideline mentioned in **Para 3.6**). Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the **Completion/Experience Certificates** have been claimed by the tenderer, shall also be uploaded. In column 7 type & Nature of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/ Public Funded Institutions/Municipal Bodies / Railways Siding owners/Concessionaire/ Public listed company.
- Please go through the **Annexure-VIII**. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
- All Documents must be submitted/uploaded along with tender/bid, failing which the claimed credentials as above will not be considered at the time of evaluation of Tender.
- No printed Document like annual report etc. should be attached with Tender Document

Signature of Tenderer(s)
Date: _____

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ANNEXURE – V
Reference – Para 6.1 of ITT

"On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS."

**(FORMAT FOR CERTIFICATE TO BE SUBMITTED/ UPLOADED BY
TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

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

Place:

Dated:

SEAL AND SIGNATURE OF THE TENDERER

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

Signature of Tenderer(s)

Date: _____

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Western Railway, Indore
For and on behalf of The President of India

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ANNEXURE – V (A)

Reference – Para 6.1 of ITT

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

I/We.....(Name), attorney/authorized signatory of the (constituent firm/constituent party) 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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUTENT PARTNER

Place :
Dated :

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

WESTERN RAILWAY
(Survey & Construction)

Tender No. IND -DINL-DyCE-C-I-140-R

Annexure –VIA

Para 5 of the IRSGCC Instructions to Tenderer

(Bid Security)

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

Name of the Bank: -----

President of India, Acting through ,
PFA Western Railway, Churchgate Mumbai.

Beneficiary Western Railway

Date:-----

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through **(Designation & address of Contract Signing Authority)**,Railway, (hereinafter called "The Railway") having invited the bid for through Notice inviting tender (NIT) No., We have been informed that

[Insert name of the Bidder]

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

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

AND

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

having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorized 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

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

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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 herein before 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

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

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

Date

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney

] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal Bank's Seal

[P/Attorney] No.

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

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

Annexure –VIB

TECHNICAL BID FORM

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

FINANCIAL CAPACITY OF THE BIDDER

NAME OF BIDDER/JV PARTNER

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

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that:

1. M/s -----having Regd. Office at ----- are in the business of providing Construction/Work contract services to its client for -----completed years considered upto 31st March -----
2. Their turnover from business of providing Construction/Work contract services in each financial year during the preceding 3(three) financial years is as given below:

S No.	Financial Year (ending on 31 st March)	Turnover Data for the Previous 3/4Years (Contractual Payment only) (Rs. Crore)		
		In firm's Own Name (Standalone Turnover)	Share from Registered JVs*	Total
(1)	(2)	(3)	(4)	(5) = (3)+(4)
Average Annual Contractual Turnover for last 3 years				

*Turnover under column (4) is share from Formal JVs registered before the Registrar of the Companies under 'The Companies act -2023' (In case JVs entity is a Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act 1932' (in case JV entity is Partnership Firm) or under 'The LLP Act 2008' (in Case JV is a LLP)

3. This is further certified that the above Turnover is in line with the Turnover declared by the business entity under PAN No.----- and JV PAN No.----- which have been verified by us.

AND/OR

This is further certified that the above Turnover is in line with the GST Returns filed by----- under GSTIN----- and GSTIN----- which have been verified by us.

4. This is also to certify that the Turnover figures certified under column (3) above are distinct for the firm and does not include payments received from the JVs considered for turnover under Column (4) above.
5. I/We fully understand that any submission made in this certificate if proven incorrect or false, will render me/us liable to face any penal action or other consequences as may be prescribed in the law or otherwise warranted.

UDIN

Name of audit Firm
Seal of the Audit Firm
Date
Place

**(Signature, name and designation of
the authorized signatory)**
Membership No./FRN No.
Contact Detail

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

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In case the Bidder does not have a Statutory Auditor, it shall provide the certificate from the independent Chartered accountant/Chartered accountant that ordinarily audits the annual accounts of the Bidder. The details of the Auditor/chartered Accountant along with contact details shall be mentioned on the Certificate

Certificate from the Independent CA

This is to certify that:

1. M/s -----having Regd. Office at ----- are in the business of providing Construction/Work contract services to its client for -----completed years considered upto 31st March -----
2. I/We have examined the prescribed registers, books of account and the bank statement in respect of the above firm.
3. All Figures and facts submitted in this form have been certified after full consideration of all observations/notes in Auditor's reports for FY-----
4. Their turnover from business of providing Construction/Work contract services in each financial year during the preceding 3(three) financial years is as given below:

S	Financial Year (ending on 31 st March)	Turnover Data for the Previous 3/4 Years (Contractual Payment only) (Rs. Crore)		
		In firm's Own Name (Standalone Turnover)	Share from Registered JVs*	Total
(1)	(2)	(3)	(4)	(5) = (3)+(4)
Average Annual Contractual Turnover for last 3 years				
*Turnover under column (4) is share from Formal JVs registered before the Registrar of the Companies under 'The Companies act -2023' (In case JVs entity is a Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act 1932' (in case JV entity is Partnership Firm) or under 'The LLP Act 2008' (in Case JV is a LLP)				

5. This is further certified that the above Turnover is in line with the Turnover declared by the business entity under PAN No.----- and JV PAN No.----- which have been verified by us.

AND/OR

This is further certified that the above Turnover is in line with the GST Returns filed by----- under GSTIN----- and GSTIN----- which have been verified by us.

6. This is also to certify that the Turnover figures certified under column (3) above are distinct for the firm and does not include payments received from the JVs considered for turnover under Column (4) above
7. I/We fully understand that any submission made in this certificate if proven incorrect or false, will render me/us liable to face any penal action or other consequences as may be prescribed in the law or otherwise warranted.

UDIN

Name of audit Firm
Seal of the Audit Firm
Date
Place

(Signature, name and designation of
the authorized signatory)
Membership No./FRN No.
Contact Detail

SEAL AND SIGNATURE OF THE BIDDER

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

Notes:

1. In case of contractual Receipts in currencies other than INR, the Turnover should be converted in INR as per following Table:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Financial Year (ending on 31 st March)	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

2. 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.
3. 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.
4. **Any certificate issued by Statutory Auditor/CA must include Unique Document Identification Number (UDIN), without which the same shall be treated as INVALID and the offer shall be summarily rejected**
5. **In case where books of accounts of the Bidder is maintained and audited on the basis of Calendar Year, the equivalent year shall be as follows:**

S. No.	Financial Year (April to March)	Financial Year (Jan to Dec.)
1.	2024-25	2024
2.	2023-24	2023
3.	2022-23	2022
4.	2021-22	2021

Signature of Tenderer(s)
Date: _____

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ANNEXURE -VII

TENDER FORM - 4A

DETAILS OF COMPLETED SIMILAR WORKS IN SUPPORT OF FULFILLING TECHNICAL
ELIGIBILITY CRITERIA AS PER TENDER CLAUSE

**Tenderer shall List out the Similar works of Similar Nature and Size in support of
fulfilling the Technical Eligibility Criteria**

Sr. No	Item	1 st Work	2 nd Work	
1	Name of the Work			
2	Name of Organisation/ Employer			
3	Contract Agreement No and Date			
4	Original Value of Contract Agreement			
5	Final cost of Completed work			
6	Original date of Completion			
7	Actual Date of Completion			
8	Scope of work			
9	If partner in a JV or subcontractor, specify participation in total contract amount Percent of Total: Amount: INR			
10	Description of the similarity in accordance with Technical Eligibility Criteria and as mentioned in Completion certificate			
11	Completion Certificate Uploaded with tender at Page no.			

Signature of Tenderer

Name & Designation

Date:

Note:

1. The tenderer must have successfully completed any of the following during *last 07(seven) years, ending last day of month previous to the one in which tender is invited.*
 - i) Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - j) Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - k) One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.
2. The Tenderer shall attach a copy of the Completion Certificate(s) issued by the

Signature of Tenderer(s)

Date: _____

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Western Railway, Indore
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employer in support of the information being furnished, failing which the claim of the tenderer for fulfilling Technical Eligibility Criteria shall be liable to be rejected.

3. **Completion Certificate issued by the Government Organization or Private (Refer detailed guidelines in Para 3.4.1) in favour of Name of the firm who had executed the work duly stating following must be attached. (As per Annexure-VI)**
 - a. **Name of work**
 - b. **Name of Firm Executing the work** (If partner in a JV or subcontractor, specify participation in total contract amount)
 - c. **Completion cost of the Work,**
 - d. **Original Date of Completion,**
 - e. **Status of Work (Physically Completed or In Progress)**
 - f. **Status of Final Bill.**
 - g. **Actual Date of Completion,**
 - h. **Scope of work clearly defining the Similarity of work**
 - i. **Employer's Name, Current Address and Current Telephone/Fax Number, E-mail**
4. In Case more than one work is Proposed in support of Technical Eligibility Criteria, Same Performa shall be submitted for multiple works
5. In case of Composite nature of works , same Performa shall be submitted for multiple works for all components of works in case of Composite works.
6. In case of JV, each member of JV shall submit the details of works in this proforma in support of claim of the tenderer for fulfilling Technical Eligibility Criteria .
7. All Documents must be submitted/uploaded along with tender/bid, failing which the claimed credentials as above will not be considered at the time of evaluation of Tender.
8. No printed Document like annual report etc. should be attached with Tender Document

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

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Annexure – IX

Annexure to Top sheet

Mandatory list of item/documents to be submitted along with tender while submitting E-Tender offer
The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of the partnership Firm/ Joint venture (JV)/Society etc. The tenderer/s who is /are constituents of firm, Company, associates or Society shall enclose self-attested copies of the constitution of their concern, Partnership Deed and power of Attorney along with their tender. Tender documents in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm/Company, Associates or society as the case may be.

The tenderer shall give full details of the constitution of the firm/JV/Company/Society etc. and shall also submit following documents (as applicable) in addition to documents mentioned above.

S.N.	Item	Submitted Yes or No
(A)		
(1)	If tenderer is SOLE PROPRIETORSHIP FIRM: Notarised copy of the affidavit.	
(2)	If tender is PARTNERSHIP FIRM: Self-attested copies of (i) registered/notarized Partnership deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the Firm and to submit and sign the tender, sign the agreement, witness measurements, sign measurement books, receive payment, make correspondence(s), compromise/ settle/ relinquish any claim(s) preferred by the firm, sign "No claim certificate" refer all or any dispute to arbitration and to take similar action in respect of all tenders/contracts OR said tender/contract.	
(3)	If tenderer is JOINT VENTURE (JV) FIRM:	
(i)	In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:	
(a)	Notary certified copy of the Partnership Deed.	
(b)	Consent of all the partners to enter in to the Joint Venture Agreement on a stamp paper of appropriate value.	
(c)	Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.	
(ii)	In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed.	
	Affidavit on Stamp Paper of appropriate value declaring the his/her Concern is a Proprietary concern and he/she is sole proprietor of the concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.	
(iii)	In case one or more members is/are limited companies, the following document shall be submitted:	
(a)	Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV Agreement, authorizing MD or one of the Directors of Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.	
(b)	Copy of Memorandum and Articles of Association of the Company.	
(c)	Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.	
(iv)	All the members of JV shall certify that they are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector	

Signature of Tenderer(s)

Date: _____

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**Deputy Chief Engineer (Const) I,
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For and on behalf of The President of India**

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	Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV firm in which they were /are members.	
(4)	Company registered under Companies Act-1956: (i) Copies of MOA (Memorandum of Association) and AOA (Article of Association) of the Company, and (ii) Power of Attorney duly registered/Notarized by the Company (backed by the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the Company.	
(5)	Society: (i) Self attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the tender signatory.	
(B)		
(1)	Affidavit for credentials as per Annexure –B	
(2)	Legal Papers/ documents for Eligibility Criteria	
(i)	(i) Similar nature of work.	
(ii)	(ii) Turnover: Attested certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.	
(iii)	(iii) Bid Capacity: List of completed works within qualifying period and works in progress.	
(3)	EMD paid on line through Payment Gateway.	
(4)	Cost of Tender Document paid on line through Payment Gateway.	

NOTE:

1. If it is mentioned in the tender that it is being submitted on behalf of /by a Sole Proprietor firm/Partnership firm/Joint venture/Registered company etc., but above-mentioned documents/s (as applicable) are not enclosed along with the tender, the tender shall be **REJECTED**.
2. If it is NOT mentioned in the tender that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint venture/Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender. After opening of the tender, any document pertaining to the constitution of the firm/JV/Society etc., shall neither be asked nor be entertained/considered.
3. A tender from JV /Consortium/Partnership Firm etc., shall be considered only where permissible as per the tender conditions.
4. The Railway will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
5. No document shall be accepted after opening of tender. If any of the above documents is not submitted along with the tender, the tender will be **Rejected** considering it as a non-compliant bid.

Date

Signature & Seal of
Contractor

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

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ANNEXURE – X

GUIDELINES FOR SUBMITTING TENDERS BY PARTNERSHIP FIRMS

1. Participation of Partnership Firms in works tenders:

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

- (iv) 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. There-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.

- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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:

Signature of Tenderer(s)

Date: _____

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

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- (x) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
 - (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
 - (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (xi) **Evaluation of eligibility of a partnership firm:**
Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 3.4. of the Tender Form (Second Sheet) above.

Signature of Tenderer(s)
Date: _____

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Western Railway, Indore
For and on behalf of The President of India

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ANNEXURE – XV

Certificate of Information Regarding Employment/Partnership etc. of Retired Railway Employees with the Tenderer

TABLE - A

S N	Information Sought	Whether 'Yes'/'No'
1	Is any retired Railway Engineer/Gazetted Officer Associated with firm as detailed in Para 8.1 above	

Note: If the answer is "Yes" above, provide the information as per Table-B given below as per **Para 8.1** above and **Clause 59 (9) of IRSGCC-2020 Part-II (with all correction slips issued till date of invitation of tender)**. If the space is left blank in Table-"A" it will presumed as "No" by Default.

TABLE - B

SN	Name	Type of association with the tenderer	Date of Retirement from the service	Post held at the time of retirement	Particular of permission s taken form the association with the tenderer	Any other information linked with Para 3.10 (a),(b) and Clause 59 (9) of IRSGCC- 2020 Part-II (with all correction slips issued till date of invitation of tender)

Note: If answer is 'Yes' in Table 'A', details at Table 'B' is not entered, the tender offer shall be **SUMMARILY REJECTED**.

Signature

Name & Designation

(In Capital)

Address

Date

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

ANNEXURE – XVI

Certificate of No Relative being an Employee of Western Railway

I/We , the Under Signed hereby solemnly declare and certify that I/We do not have any of our Relative/ Relatives Employed in In the Western Railway (Engineering Department) except the names mentioned Herein Under:

S.N.	Name of Relative employed in Western Railway	Designation	Name of Office	Headquarter where relative is posted

Note: Names, Designation, Name of Office, headquarter of the tenderer's relative in **Western Railway** (Engineering Department) to be mentioned by the tenderer as per above table.

Signature

Name & Designation

(In Capital)

Address

Date

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

ANNEXURE – XVII

**LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE/ PROPOSED TO BE
EMPLOYED FOR DEPLOYMENT ON THIS WORK**

SN	Name & Designation on	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.
	1	2	3	4	5
1					
2					

Signature

Name & Designation

(In Capital)

Address

Date

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

ANNEXURE – XVIII

DETAILS OF PLANT AND MACHINERY ALREADY AVAILABLE WITH THE FIRM

SN	Particulars of equipment	No. of Unit	Kind & make	Capacity	Date by which the plant would be available for use on this work	Age & condition	Work on which it is being used.	Proposed to be purchased	
								Date of placing order	Likely date of receipt
	1	2	3	4	5	6	7	8	9
1									
2									

Note:

1. Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
2. Optimum Plants and Machineries required to be deployed during execution of work.
3. Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.
4. Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature

Name & Designation

(In Capital)

Address

Date

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

ANNEXURE – XX

PROFORMA OF PERFORMANCE GUARANTEE BOND

Name of the Bank

President of India

Acting through PFA, Western Railway Churchgate Mumbai

Bank Guarantee Bond No.: Date:

In consideration of the President of India acting through (Designation & address of Contract signing Authority). Western Railway, (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No dated: made between (Designation & address of Contract Signing Authority) and (here in after called "thesaid contractor(s)" for the work -----

(here in after called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for Rs.

..... (Rs.....only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance of his obligations in accordance with the terms & conditions in the said agreement.

- 1) We (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay the Government an amount not exceeding Rs..... (Rs only) on demand by the Government.
- 2) We (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the **Western Railway**, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs Only).
- 3) (a) We (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
(b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s), shall have no claim against us for making such payment.
- 4) We (indicate the name of bank) to 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 agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & Address of contract signing authority) on behalf of the Government. Certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
(a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee for the date aforesaid.

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

- (b) Provided always that we (indicate the name of the bank) unconditionally undertake to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we (Indicate the name of the bank) shall pay the Government the full amount of guarantee on demand and without demur.
- 5) We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contract(s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any aberrance 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 for the said reservation would relive us from the liability.
- 6) This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
- 7) We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
- 8) This guarantee shall be valid upto..... (Date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. (Rs only) unless a demand under this guarantee is made on us in writing on or before, we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for Signature of Banks Authorized Official (Name)

(indicate the Name of Bank) Designation with Code No

Full Address

Signature

Name & Designation

(in Capital)

Address..... Dt.....

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

Annexure 'XXII'

MANDATE FORM:

Particulars of the Party:

Name: _____

Address: _____

Phone No: _____ Mobile No: _____ Fax No: _____

I/Tax PAN No: _____ E. Mail ID No.: _____

Particulars of Bank Account:

Bank Name: _____

Branch: _____

Bank Address: _____

Bank Telephone No: _____ Fax No: _____

Bank MICR Code No (9 Digit): _____ IFS Code No: _____

Bank Account No: _____

Account Type: Savings/Current/Cash Credit Ledger F/No. : _____

Declaration by the Party:

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information the User Institution, i.e. Dy. FA & CAO/C/ Western Railway/-----will not be held responsible. I Have understood the scheme and agree to discharge the responsibility expected from me as a participant under the scheme. I also undertake to acknowledge/ intimate the concerned Railway Administration (Dy. FA& CAO/C/Western Railway/-----) on receipt of each payment from Railways.

One cancelled cheque/photo copy of the cheque duly carrying IFS Code is enclosed.

Date:

Signature of Tenderer(s)

Date: _____

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**Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India**

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

ANNEXURE - XXIV

CHECKLIST FOR TENDERER

- 1) Uploading of Tender Form – 1 (Cover Letter) as per **Annexure-I**.
- 2) Uploading of Tender Form – 2 (General information of the Tenderer) as per **Annexure-II**.
- 3) Uploading of Tender Form – 3 (Power of Attorney) as per **Annexure-III**.
- 4) Uploading of Details of Completed works as per **Annexure-IV**.
- 5) Format for certificate to be submitted/ uploaded by tenderer along with the tender documents as per **Annexure-V & V(A)**.
- 6) Uploading of Tender Form – 4(B) – Contractual Turnover in support of Financial Eligibility as per **Annexure-VIB**.
- 7) Uploading of Tender Form – 4(A) – Similar nature work in support of Technical Eligibility as per **Annexure-VII**.
- 8) Uploading of completion certificate for Similar Nature of Works as per **Annexure-VIII**.
- 9) Mandatory list of documents as per NIT as per **Annexure-IX**.
- 10) Uploading of Bid Capacity Supporting Documents (when tender value is more than **Rs.10** Crore)
 - (i) Proforma of Bid Capacity-Value Of Existing Commitments as per **Annexure-XI**,
 - (ii) Proforma Of Bid Capacity (Construction Turnover) **as per Annexure XII &**
 - (i) Proforma of Bid Capacity Calculation **as per Annexure XIII**Uploading of Documents for Eligibility in case of constitution of firm by the Sole Proprietor Firm/ Partnership firm/ JV/ Society/ Companies / HUF etc. as prescribed in **Para 3.6** above. (if applicable).
- 11) Uploading of MOU for Joint Venture Agreement as per **Annexure-XIV**.
- 12) Uploading of Certificate for Regarding Employment/Partnership etc. of Retired Railway Employees with the Tenderer as per **Annexure-XV**.
- 13) Uploading of Certificate of No Relative being an Employee of Western Railway as per **Annexure-XVI**.
- 14) Uploading of List of Engineers/Personal as per **Annexure-XVII**
- 15) Uploading of Details of Plant & Machinery already available as per **Annexure-XVIII**
- 16) Uploading of Statement of works being executed and in hand as per **Annexure-XIX**.
- 17) Uploading of Mandate form **as per Annexure-XXII**
- 18) Any other documents related to tendered work

Note: In addition to above, any other documents required as per Tender Document (all documents uploaded with tender notice) shall also be submitted/uploaded by the tenderer/bidder.

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

Annexure-XXV

**Details Partnership Firm, Proprietorship Firm etc. if applicable -Mandatory CHECKLIST
FOR JOINT VENTURE**

SN	Item	Remarks
1	Whether Separate identity/name is given to the Joint Venture or not	
2	Whether tender form is purchased by Joint Venture or not	
3	Who has submitted the tender offer on behalf of Joint Venture	
4	Whether Power of Attorney to any member/person for submission of tender offer on behalf of Joint Venture is submitted or not	
5	How many are members of Joint Venture. (Number of members in a JV shall not be more than 3).	
6	Who is the lead member of JV with 51% share of interest in the Joint Venture? {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}	
7	Whether all members are having 20% or more share of interest in Joint Venture or not (Other members shall have a share of not less than 20% each in case of JV with up to three members)	
8	Whether any member is foreign firm or not {In case of JV with foreign member(s), the Lead Member has to be an Indian Firm/company with a minimum share of 51%}	
9	Whether MOU on stamp paper as per proforma attached is submitted or not {copy of Memorandum of Understanding (MoU) duly executed by the JV members on Stamp Paper, shall be submitted by the JV along with the tender}	
10	Whether all members having capacity of 10% of the cost of work or not	
11	Whether member carrying credential for technical eligibility criteria having 26% or more share in JV or not	
12	Whether lead member having 51% share is fulfilling financial capacity of 51% of 150% of NIT value or not	

Signature of Tenderer(s)

Date: _____

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**Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India**

**WESTERN RAILWAY
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Tender No. IND -DINL-DyCE-C-I-140-R

CHECKLIST FOR SOLE PROPRIETOR

FIRM

SN	Item	Remarks
1	Whether sole proprietary firm in mentioned in Annexure-II (General Information of Tender) or not	
2	Whether 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 is submitted or not	

CHECKLIST FOR PARTNERSHIP FIRM

SN	Item	Remarks
1	Whether Partnership Firms participating in the tender is legally valid under the provisions of the Indian Partnership Act or not	
2	Whether Partnership firm is either registered with the Registrar or the partnership deed is notarized prior to date of tender opening as per the Indian Partnership Act.	
3	Whether Separate identity/name is given to the partnership firm or not (in case of new partnership firm) Note: 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.	
4	Whether power attorney to any member/person for submission of tender offer on behalf of Partnership is submitted or not. Note: Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.	
5	Whether any partner of the Partnership firm is participated either in his individual capacity or as a partner of any other firm in the tender or not	
6	Whether EMD submitted by Partnership firm or not. Note: EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.	

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
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Tender No. IND -DINL-DyCE-C-I-140-R

CHECKLIST FOR COMPANY

SN	Item	Remarks
1	Whether copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company is submitted with tender offer or not	
2	Whether a copy of Certificate of Incorporation is submitted or not	
3	Whether 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 is submitted or not.	
4	Whether 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 is submitted or not	

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

**WESTERN RAILWAY
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Tender No. IND -DINL-DyCE-C-I-140-R

GENERAL /TECHNICAL CONDITIONS OF CONTRACT

PART-II

- (l) **Definitions:** In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisation on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer/ Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (g) "Contractor" shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule of Rates of Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (k) "Schedule of Rates of Railway" shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

Signature of Tenderer(s)

Date: _____

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**Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India**

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- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

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

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

GENERAL OBLIGATIONS

2. **(1) Execution Co-Relation and Intent of Contract Documents:** The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- 2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.
2. **(1) Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) **Compliance to Regulations and Bye-Laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
3. **Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

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4. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
5. **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.
6. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:
- a. (i) The Contractor shall not sub- contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that- for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {In case of Consortium/Joint Venture Firm, the Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}S
. Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting
- (ii) 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 5years through a works contract. For fulfillment of the above, Work experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work experience certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

Note: For subletting of work costing up to Rs. 50 lakh no previous work experience shall be asked by the Railways. (ACS No. 2 Dt.08.07.2021)

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

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

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

Note: Work Experience Certificate to the subcontractor shall be issued only when work is complete and contractor is entitled for the issuance of Work experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out Sublette work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work experience Certificate for the total scope of work executed by the subcontractor in the contract. (ACS No. 2 Dt.08.07.2021)

The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

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

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

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

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9. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.
10. **Use of Ballast Trains:** The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.
11. **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.
12. **Relics and Treasures:** All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.
13. **Excavated Material:** The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
14. **Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
15. **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.
- 16.(1) **Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee

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Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

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

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

- (a) Final Payment of the Contract as per clause 51.(1) **and**
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.
- (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62(1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

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

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. [n 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

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recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect

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

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

- i. A deposit of Cash;
- ii. Irrevocable Bank Guarantee;
- iii. Insurance Surety Bond as per Annexure-XVII.

Note:-

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

- iv. Government Securities including State Loan Bonds at 5% below the market value;
 - v. Pay Order and Demand Drafts tendered by any Scheduled Commercial Bank of India
 - vi. Guarantee Bond 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 Defense Certificates;
 - x. Ten years Defense Deposits;
 - xi. National Defense 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.
- (f) 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.
- (g) 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.
- Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

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

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

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

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

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B. New Annexure - XVII, Part-II of GCC-2022 shall be read as under: -

**ANNEXURE XVII
Reference Para 16.(4)**

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

through.....,

Railway

Date

Surety Bond No:-----

Issue Date:-----

Amount of Bond:-----

Expiry Date:-----

WHEREAS, In consideration of the President of India acting through-----

(Designation & address of contract signing authority),.....Railway,..... (hereinafter called "The Railway") having accepted the bid of M/s XXXXX hereinafter called the contractor, for the work of .XXX' under invitation for bids No ,XXXX, Dated XXXXX, Vide Letter of Acceptance No.-----

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of Rs. 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 the XXX (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

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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 totaling 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 alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

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

Notwithstanding anything to the contrary contained in these presents

- (a) Our liability under this Surety Bond shall not exceed ,XXXX (Rupees ,XXXX Only).
- (b) This Surety Bond shall be valid up to XXXX (*being the date of expiry*);
- (a) 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 2025

15. The Insurance Surety Bond shall be verified by sending mail to (customer.care@sbgeneral.in).

Place -----

Bank's Seal and authorized signature(s)

Name in Block Letters-----

Designation with code no.-----

[P/Attorney) No.-----

Witness

1.

2.

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

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

(i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion 'may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of 'any such event causing delay the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways :** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

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

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

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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 52 of these Conditions, whether or not actual damage is caused by such default.

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

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

18.(1) Illegal Gratification: Procuring authorities as well as bidders, Contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts.

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

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

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

i) If his bids are under consideration in any procurement

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

(ii) If a contract has already been awarded

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

(iii) Provisions in addition to above

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

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

19 EXECUTION OF WORKS

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

19.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

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

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stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

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

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

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

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

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

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

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

- 20.(1) **Compliance to Engineer's Instructions:** The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

- 20.(2) **Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

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

- 20.(4) **Separate Contracts in Connection with Works:** The Railway shall have the right to let other contracts in

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connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

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

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

22.(1) Adherence to Specifications and Drawings: The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

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

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

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

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

23. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection

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with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

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

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

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

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

- 26.3** In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

26A. DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR

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

- 26A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

- 26A.3** Number of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'

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

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

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- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section
- (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.
28. **Facilities for Inspection:** The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
29. **Examination of Work before Covering Up:** The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.
30. **Temporary Works:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.
- 31.(1) **Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) **Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 31.(3) **Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub- Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 31.(4)(a) **Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

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- (b) **Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
32. **Property in Materials and Plant:** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
- 33.(1) **Tools, Plant and Materials Supplied by Railway:** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- 33.(2) **Hire of Railway's Plant:** The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- 34.(1) **Precaution During Progress of Works:** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- 34.(2) **Roads and Water Courses:** Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
- 34.(3) **Provision of Access to Premises:** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.
- 34.(4) **Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.
- 34.(5) **Display Board:** The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

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

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

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

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

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

37. Rates for Items of Works:

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

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the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

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

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

39.(1) Rates for Extra Items of Works:

- (a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures of the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

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

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

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

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

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

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

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Contractor shall be bound to observe any such determination of the Engineer.

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

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

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

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

VARIATIONS IN EXTENT OF CONTRACT.

- 41. Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- 42.(1) Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2)** (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

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

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

43 CLAIMS

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

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

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"No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

44. MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

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

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

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

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

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall

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thereafter be entertained regarding the accuracy and classification of the measurements.

- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

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

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

46. On-Account " Payments

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

46.(2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹ 1 will be reckoned as ₹ 1.

46.(3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

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

(a) Mobilisation Advance Applicable for tender costing more than 50. Crore

This shall be limited to 10% of the Contract value and shall be paid in 2 stages: Stage 1 – 5% of Contract Value on signing of the contract agreement.

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

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

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

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

Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank

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Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

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

- i. The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will be on pro-rata basis. Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.
- ii. The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.
- iii. If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- iv. In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

46.(4) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A. Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs.2 Crore. 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. (I)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

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

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

46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

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

46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

Sr. No.	Classification Components		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
1	Fixed	*		15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other Materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total				100	100	100	100	100	100	100	100	100	100

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.

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4. Tunnelling Works (With explosives)

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

4B Item(s) for supply of Steel

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

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

5. Building Works

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

5B item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

6. Bridges & Protection work

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

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

7. Permanent Way linking

8. Platform, Passenger Amenities

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

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

8C Item(s) for supply of Cement Item

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

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

Any Other Works not covered in Classification 1 to 8

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

9B Item(s) for supply of Steel

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

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

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

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

$$(i) \quad L = \frac{(W \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (LQ - LB)}{LB \times 100} \times LC$$

$$(ii) \quad M = \frac{(W \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (MQ - MB)}{MB \times 100} \times MC$$

$$(iii) \quad F = \frac{(W \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (FQ - FB)}{MB \times 100} \times FC$$

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$$(iv) \ E = \frac{(W) \times (EO - EB) \times EC}{EB \times 100}$$

$$(v) \ PM = \frac{(W \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (PMQ - PMB) \times PMC}{PMB \times 100}$$

$$(vi) \ S = \frac{(W \text{ or } WS \text{ or } WSF) \times (SQ - SB) \times SC}{SB \times 100}$$

$$(vii) \ C = \frac{(W \text{ or } WC) \times (CQ - CB) \times CC}{CB \times 100}$$

II) For Railway Electrification Works:

$$(viii) \ T = [0.4136 \times (CQ - CB) / CB] \times 85$$

$$(ix) \ R = [0.94 \times (RT - RO) / RO + 0.06 \times (ZT - ZO) / ZO] \times 85$$

$$(x) \ N = [(PT - PO) / PO] \times 85$$

$$(xi) \ I = [(IT - IO) / IO] \times 85$$

$$(xii) \ G = [(MQ - MB) / MB] \times 85$$

$$(xiii) \ Er = [(LQ - LB) / LB] \times 85$$

Where,

L	Amount of price variation in Labour	M	Amount of price variation in Materials	F	Amount of price variation in Fuel
E	Amount of price variation in Explosives				
PM	Amount of price variation in Manufacture of machinery for mining,				
S	Quarrying and Construction	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)				

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W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under WS or/and WC or/and WSF or/and WF or/and WSFL or/and WFL and cost of materials supplied by Railway either free or at fixed rate,
WS	Gross value of work done by Contractor for item(s) of supply of steel.
WC	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
WSF	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
WF	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
WSFL	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
WFL	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
LB	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
LQ	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
MB	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
MQ	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
FB	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
FQ	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
EB	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.
EQ	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PMB	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.
PMQ	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.
SB	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.
SQ	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.
CB	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
CQ	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
RT	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
RO	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to

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- date of opening of tender.
- PT IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- PO IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- ZT IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- ZO IEEMA price index for Zinc for the month which is one month prior to date of opening of tender IT RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
- IO RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender
- RBI wholesale price index for the sub-group "other Portland and Ceramic product" for the month which is two months prior to date of inspection of material.
- IO RBI wholesale price index for the sub-group "other Portland and Ceramic product" for the month which is one month prior to date of opening of tender

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

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

Sr.	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.

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

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

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46A.10 Price Variation during Extended Period of Contract

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

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

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

- 48.(1) **Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

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

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

- 48(3) **Final Supplementary Agreement:** After the work is completed or otherwise concluded by the parties

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

- 49. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
- 50. (1) Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.
- The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.
- 50.(2) Cessation of Railway's Liability:** The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 50.(3) Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub- Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.
- 51.(1) Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.
- 51.(2) Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post- payment audit and/ or technical examination of the works and the Final Bill including all

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supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

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

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

52. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if

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required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

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

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

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

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

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

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

55. **Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such

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money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

55-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

55-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

55-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

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

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

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

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent

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- use of portal for all Letter of Acceptances (LOA's) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOAs) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (iii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives
- that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till Month, _Year."
- 55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":** The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.
- 56. Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.
- 57. Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section
- (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
- 57-A. Provision of Mines Act:** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.
- 58. Railway not to Provide Quarters for Contractors:** No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment's therein as

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well as charges for electric current, water supply and conservancy.

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

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

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

a. Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

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

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

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

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

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

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

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

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Deputy Chief Engineer (Const) I,
Western Railway, Indore
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terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

- 60.(1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.
- 60.(2) Medical Certificate of Fitness for Labour:** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 60.(3) Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical Re-Examination of Labourer:** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

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

DETERMINATION OF CONTRACT

- 61.(1) Right of Railway to Determine the Contract:** The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.
- 61.(2) Payment on Determination of Contract:** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3)** The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62.(1) Determination of Contract owing to Default of Contractor:** If the Contractor should:
- (i) Becomes bankrupt or insolvent, or

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- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Clause 8 of the Regulations for Tenders and Contracts.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 of Tender Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Clause 16 of Tender Form (Second Sheet) of Annexure I of Part I 'Regulations for Tenders and Contract', or provision of above Clause 59(9).
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer. Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

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

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted:

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

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as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-party or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

- 63.1 This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- 63.2 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.
- 63.3 The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- 63.4 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.
- 63.5 The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996
- 63.6. **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

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

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

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

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

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

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

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

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

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

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

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

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

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

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appointed.

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

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

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

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

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

64 (1) : **Demand for Arbitration:**

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

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

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

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

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

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

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

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

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

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

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be

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deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

- 64.(2):** **Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 64.(3) :** **Appointment of Arbitrator:**
- 64.(3)(a):** The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager
- 64.(3)(a)(i):** **If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empaneled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager/Additional General Manager.** Contractor will be asked to suggest to General Manager/Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.
- 64.(3)(a)(ii):** If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.
Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-
- (ii) Contractor may access the ICA's panel of arbitration through ICA's official webpage <https://icaindia.co.in/pdf/Engineers.pdf>.
- (iii) 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.
- (a) A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- (iii) Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request
- 64.3.(a).iii:** The serving railway officer working in arbitral tribunal in the on-going arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.
- 64.(3)(b):** **Two selected arbitrators are free to select presiding arbitrator (3d arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager/Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.**
- (i) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a

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panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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

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

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

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

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

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

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any

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other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

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

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

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

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

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

END OF Part II DOCUMENT

Signature of Tenderer(s)

Date: _____

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**PART III Special Condition of Contract (General) including Safety Circular/ Instructions FORMAT
'A'**

FORM FOR ENGINEERING WORK PERMIT (EWP)

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

Incharge Senior Sectional Engineer (Works)

Remarks of AEN

Remarks of Dy. CE(C)

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

Dy. Chief Engineer (Const.)

Date:

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

AEN © In-Charge PWI © Safety CE© II

Notes

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

Signature of Tenderer(s)

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1.1 Safety precautions: General

Safe working of contractors: A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings bridge rebuilding etc. it is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.

- i) The contractor shall not start any work without the presence of railway supervisor at site.
- ii) Where ever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the Contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions
- iii) The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
- iv) The supervisor/workmen should be counselled about safety measures. A competent certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued.
- v) The unloaded ballast/rails/sleepers/other P. Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- vi) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer-in- charge.

1.1.1 Supplementary Precautions for working in suburban section.

- i) A rope having luminous red strip wrapped around it, must be stretched by tying to the OHE masts to indicate the area not to be infringed under any circumstances. The entire area of work should be demarcated by providing rope barricades and sign boards which will enable the workman posted at site and also the lorry drivers to have clear guidelines on movement of vehicles.
- ii) At every 500 mts, locations having adequate space & level for proper turning of vehicles shall be earmarked and a modular, portable 1 Mt. High steel fencing at a distance of 3.5m shall be erected in a length of 20 mts. for turning of vehicles.
- iii) At places of turning of vehicles planned out a safety guard/flagman in special orange colour luminous/reflective uniform shall be posted during execution of the work who shall supervise the turning of vehicles after seeing the movement of trains and shall ensure that under no circumstances the vehicle touches the fencing erected. These safety guards shall also carry Binoculars so as to watch the vehicles/trains from a distance as well for any necessary action by him if need be. Sectional Engineer in charge of the work shall ensure that slopes of the nominated places are kept away from the running lines so as to avoid the possibility of any rolling down of vehicles.
- iii) These nominated places shall have the status as of a Station for a run through train and the safety guard/flagman shall stand attentively facing the track and should hold green and red hand signal flags furled up on separate sticks, the green flag in the left hand and red flag in the right-hand during day time and a lighted hand signal lamp with white light pointing towards passing trains during night time. If any unsafe condition is noticed on the train, he shall attract the attention of Train crew by blowing whistle as well as showing danger or other signal as warranted. At the nominated turning place of each location, a board with text "Vehicle Turning station/W" shall be erected by the safety guard. 'W' indicates the need for whistling by incoming train motorman / driver on the nearest track. In the event of any untoward incident like say a vehicle infringing the track safety guard/flagman shall arrange to stop the train by planting short circuit operating clip and putting detonators, showing red hand signal as in case of obstruction on a track.
- iv) At such nominated places temporary "whistle boards" shall be erected so as to invite the attention of

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- v) Motorman/drivers to whistle when passing such locations.
- vi) The Key man working in the division shall be asked to keep a watch by Sectional Engineer (P. Way) (Control). Sectional Engineer (P. Way) (Control) Shall inform to the Dy. CE(C) concerned. Similarly, Motormen and Guards working suburban trains shall also be asked to report any tendency/slackness noted in the working at sites. Construction Organization shall attend the deserving cases and the Contractor shall be fined/taken up.
- vii) At each site where construction vehicles of the contractor are required to ply along the track a patrolman by the Contractor shall be deployed to see that the driver do not have any tendency to come closer to the track and infringe.
- viii) The Drivers/Motormen of trains plying on the nearest track shall be served with caution orders to look out for any obstruction at the places of work that infringes the train movements.
- ix) All the authorized Drivers of the road vehicles/machines shall be given a red flag/ red lamp so that in the event of any obstruction they at least stop the incoming trains.
- x) The Sectional Engineer incharge shall inspect every site every alternate working day and record his observations in Site order Book clearly indicating if the safety precautions are being adhered to or not /in case of violation or inadequacy, he shall suspend the work and report to AEN(C) / XEN (C) or his Superiors.
- xi) AEN (C) incharge shall carry out safety inspection once in a week and record his observations in the site order book pointing out deficiencies if any. In case he finds that safety precautions being taken are not as per the Standing procedure order he shall suspend the work and report to Dy. CE (C) and all others as listed in the permit to work.
- xii) Sectional Engineer as well as AEN/C while taking measurements & recording the bill shall certify that all safety precautions stipulated in General/Special conditions of Contract have been followed by the Contractor.
- xiii) Dy. Chief Engineer incharge shall carry out detailed safety inspection once in a month of each site and shall scrutinize site order book in respect of adherence to safety precaution once in a fortnight. It shall be the responsibility of each AEN to bring his site order books per bearer once in a fortnight to his Dy. CE (C) incharge & put up to him. Dy. CE(C)/C must return the site order book the same day so as not to keep the site without site order book for more than a working day.
- xiv) One Sectional Engineering (P. Way) (Construction) Safety for suburban section shall be posted in H/Q office under CE(C) incharge who shall be responsible for carrying out surprise safety audit & inspection at all work sites. At least one inspection in a month of each site which is adjacent to tracks shall be carried out by him. He shall record his inspection Notes/Observations in the site order book and submit a copy of his inspection notes to CE (C) incharge for his scrutiny.
- xv) All the contractors shall be given copy of the procedure order so that they in turn drill/train their staff.
- The Contractor shall not allow any road vehicle (even 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 & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The engineer-in-charge or his authorized representative shall personally check the validity of road vehicles, driving license and counsel, examine & certify, the road vehicle Drivers, contractor's flagmen & supervisor and will give written permission giving names or road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work,
- stating location, period and timing of the work. This permission will be subject to the following obligatory conditions.
- a) The road vehicles shall NOT ply between sunset and sunrise and when visibility is impaired due to dust storm/for etc. during day hours.
- b) Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman & one supervisor certified for such work.

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- c) The vehicles shall ply 7m clear of track. Any movement/work at less than 8m upto minimum 3.5m clear of track centre, shall be done only in the presence of railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track centre.
- XVII) The movement of lorries near the track shall be prohibited during night as well as during day when visibility & adequate protective measures including lighting shall be ensured & specific approval of Dy. Chief Engineer obtained for each such occasion.
- XVIII) Machines and vehicles which are required to move at less than 8 mts. away from the track, it shall be in the presence of railway employee authorized by Engineer-in-charge.
- XIX) The contractor's representative shall be issued a certificate by XEN/AEN to the effect that they have acquired sufficient knowledge about the Safety precautions that are needed to be followed while working near the track.
- 1.12 On receiving the application for permit to work through AEN/XEN, Dy. CE (C) shall issue permit to work to the Sectional Engineer.
- 1.13 A copy of the permit to work shall be endorsed to Sr. DSO-BCT Sr. DEN (S), AEN(N) BCT or (South) Parel, Chief Sectional engineer (P. Way) concerned, Sectional Engineer (P. Way) concerned with 5 spare copies.

Precautions in Electrified Section

- 2.1.1 Protection of work sites and obtaining work blocks for repair and maintenance works undertaken by Engg./Signaling/Electrical (Traction) etc.
- 2.1.2 To work in the electrified areas, the staff, supervisors and officers at work sites should familiarise themselves with relevant provisions of ACTM for guidance and necessary action as given below :-
- (i) Signaling & Telecommunication staff.
Signaling & Telecommunication staff working on sections equipped with 25 kv A.C. Traction, should follow instructions given in para 10429 to 10433 of the Manual of A.C. Traction, Volume I.
- (ii) Engineering Staff.
Whenever working in the vicinity of the tracks equipped with 25 kV AC traction, instructions given in para 10420 to 10428 Manual of A.C. Traction Volume I, and those given in the supplement to Part 'J' of Chapter II of the Indian Railways Permanent Way Manual, must be followed by the Engineering Staff.
- (iii) Bridge Staff.
No work of painting/scraping of any structure including bridges shall be undertaken within 2 meters from live overhead equipment without obtaining permit to work from an authorised person in accordance with SR 17.09 (2)
- (iv) Electrical (General Services) Staff.
Electrical (General Services) staff working on high tension/low tension lines in the vicinity of tracks equipped with 25 kV A.C. traction should take precautions given in para 10400 of the manual of A.C. Traction. Volume I.
- (v) Electrical (Traction Distribution) Staff.
- (a) OHE staff when using ladders for lifting or supporting overhead wires which may disturb OHE temporarily and is likely to endanger safety of staff/passengers, must get look out caution orders (driver to whistle continuously) and ensure that danger signals have been shown. In case of work being carried out within station limits, written permission of the Station Master should also be obtained as per SR 17.03 (8)(2).
- (b) In all OHE works where there is a possibility of infringement to moving dimension such as replacement of Catenary or Contact wires, replacement or POH of Cantilevers, replacement of cut-in insulators etc. the work must be carried out by taking full Traffic Block along with the Power Block.
- 2.1.3 All Departments.
- (a) In addition to the above, it may be ensured by staff, supervisors & officers of all departments, that no work in the vicinity of 2 mtrs. of live OHE/PSI should be carried out without obtaining "Permit to work"

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(Ref.: Para 20334 of ACTM Vol. II Pt. I).

- (b) While undertaking cable laying work at stations, precautions must be taken by all concerned to avoid damage to the existing Electrical and Signal & Telecommunication cables in the stations/yards, as follows:-
- (i) Before starting the excavation in yards/stations/officer residential complex, a joint survey must be conducted by the supervisor of Civil, Electrical, Signal & Telecommunication & Construction Departments. After deciding the route a plan should be prepared which should be jointly signed by the supervisors of all departments and countersigned by the concerned Sr: Scale Officers.
 - (ii) Before the commencement of the excavation, the route must be marked on the ground.
 - (iii) Where there are large no. of cables/difficult locations, the excavation work shall not be undertaken without a responsible nominee of the department owning the cables being present at site.
 - (iv) Supervisor of department undertaking cable laying work/excavation should be available at site to ensure that the excavation site is free from other cables and ensure that no cables are damaged during excavation.
 - (v) Track crossing should be done under the supervision of a responsible Engg. Official.
 - (vi) While working, if an existing cable gets damaged, it should be immediately brought to the notice of the supervisor & officers of the concerned department who should immediately take remedial measure to rectify the damage.

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ANNEXURE -1

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

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

In charge Senior Sectional Engineer (Works)

Remarks of AEN (W) Remarks of Dy. CE(C), Based on the above certificate, I hereby permit the abovework for a period of days i.e. upto.....

Dy. Chief Engineer (Const.)

Date:

C/- Sr. DSO-RTM, Sr. DEN , AEN concerned Sr. Sectional Engineer (P. Way) Sectional Engineer, PWM
Concerned (with 5 spare copies). AEN (C) In-Charge
PWI (C) Safety CE(C) N,CCG Notes

1. A copy of this permit on issue shall be pasted on the site order book.
2. Each work location shall require separate EWP
1. **Safe working of contractors.** A large number of men and machinery may be required to be deployed by the contractors for execution of work. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.
 - i. The contractor shall not start any work without the presence of Railway supervisor at site.
 - ii. Wherever the road vehicles and/ or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway s schedule of dimensions. For this purpose the area where road vehicle and / or machinery are required to ply, shall be demarcated and acknowledge by the contractor. Special care shall be taken for turning/ reversal of road vehicles/ machinery without infringing the running track. Barricading shall be provided whenever justified running track. Barricading shall be provided wherever justified and feasible as per site conditions.

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- iii) The lookout and whistle caution orders shall be issued to the trains and speed restriction imposed where considered necessary suitable flagmen/ detonators shall be provided where necessary for protection of trains.
- iv) The supervisor/ workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued.
- v) The unloaded ballast/ rails/ sleepers/ other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- vi) Supplementary site-specific instructions wherever considered necessary, shall be issued by the Engineer in charge.
- vii) A rope having luminous red strip wrapped around it must be stretched by tying to the OHE masts or any other post to indicate the area not to be infringed under any circumstances.
- viii) At every 500 mts, locations having adequate space and level for proper turning of vehicles shall be earmarked and a modular, portable steel fencing at a distance of 3.5 m shall be erected in a length of 20 mts. for turning of vehicles.
- ix) At places of turning of vehicles planned out a safety guard/ flagman in special orange colour illuminatus / reflective uniform shall be posted during execution of the work who shall supervise the turning of vehicles after seeing, the movement of trains and shall ensure that under no circumstances the vehicle touches the fencing erected. These safety guards shall also carry binoculars so as to watch the vehicles/ trains from a distance as well for any necessary action by him if need be. Sectional Engineer in charge of the work shall ensure that slopes of the nominated places are kept away from the running lines so as to avoid the possibility of any rolling down of vehicles.
- x) These nominated places shall have the status as of states for run through train and the safety guard/ flagman shall, stand, attentively facing the track and should hold green and red hand signal flags furled upon separate sticks, the green flag in the left hand and red flag in the right hand during the day time and a lighted hand signal night time. If any unsafe condition is noticed on the train he shall attract the attention of train crew by blowing whistle as well as showing danger or other signal as warranted. At the nominated turning place of each day board with text vehicle turning station/ W shall be erected by the safety guard W indicate the need for whistling by in coming train motorman/ driver on the nearest track. In the event of any untoward incident like say a vehicle infringing the track safety guard/ flagman shall arrange to stop the train by planting short circuit operating clip and putting detonators, showing red hand signal as in case of obstruction on a track, showing, red hand signal as in case of obstruction on a track.
- xi. At such nominated places temporary whistle boards shall be erected so as to invite the attention of motorman/drivers to whistle when passing such locations.
- xii. At each site where construction vehicles of the contractor are required to ply along the track a patrolman by contractor shall be deployed to see that the driver does not have any tendency to come closer to the track and infringe.
- xiii. All the authorized drivers of the road vehicles/ machines shall be given a red flag/rod lamp so that in the event of any obstruction they at least stop the incoming trains.
- xiv. The contractor shall be given copy of the procedure order so that they turn drill/train their staff.
- xv) The contractor shall not allow any road vehicle (belonging to him or his supplier etc.) to ply in railway land next to the running line. If for execution of certain works viz. Earth work for parallel railway line and supply of ballast for 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

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charge for permission giving the type & no. of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/ movement. The engineer in-charge or his authorized representative shall personally check the validity of road vehicle Drivers, contractor's flagmen and supervisor and will given written permission giving names for road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, stating location, period and timing of the work. This permission will be subject to the following obligatory conditions.

- a) The road vehicles shall not ply between sunset and sunrise and when visibility is impaired due to dust storm/ fog etc. during day hours. In case of emergency, night working may be permitted with prior approval from Dy. Chief Engineer(C) as per provision of GCC.
- b) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
- c) The vehicles shall ply 7 m clear of track. Any movement/ work at less than 8 m up to minimum 3.5 m clear of track center, shall be done only in the presence of railway employee authorize by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5 m from track centre.
- xvi. The movement of lorries/ near the track shall be prohibited during night as well as during day when visibility is impaired due to dust, storm/ for etc. in case it is inescapable adequate protective measures including lighting shall be ensured and specific approval of Dy Chief Engineer obtained for each such occasion.
- xvii. Machines and vehicles which are required to move less than 8 mts. away from the track, it shall be in the presence of railway employee authorized by Engineer in charge.
- xviii. The contractor's representative shall be issued a certificate by XEN/AEN to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track.
- 2.1 Wherever any work is to be commenced/ executed/ resumed / Sr. Sectional Engineer in charge of the work shall apply for permit to work called Engineer work permit (EWP) from Dy CE(C) in charge of the work with the necessary details in the format enclosed (A). On receiving the application for permit to work through AEN/XEN. Dy CE (C) shall issue permit to work to the sections Engineer.

This procedure order is applicable for works, which do not require traffic blocks or spend restriction and are to be executed beyond 3.5 m from central line of the nearest running track. All the works, which require traffic block or speed restriction on the track, irrespective of their distance from the nearest running track, shall continue to be executed as per General and Subsidiary rules and relevant Manuals as applicable.
- 2.2 i) The Sr. Section Engineer in charge of the work shall ensure that the standard safety precautions are taken for work to be executed within a distance of 3.5 mts. To 8 mts. of the nearest running line.
ii) Regarding Electrical/ Signaling work, at work site the in charge of the work shall ensure that the standard safety precautions are taken care of and no work in the vicinity of 2 mtrs of live OHE/PSI should be carried out without obtaining "Permit to work".
- 2.3 The unloaded ballast/ rails/ sleepers/ other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
3. SAFETY PRECAUTIONS TO BE TAKEN WHILE PERMITTING PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS
- 3.1 Whenever a lorry or any other form of road transport if required to ply along, or in the vicinity of a running line or any other railway track where Railway Engines or trains are scheduled to move, the contractor shall inform the Engineer, in writing, of such requirement specifying the locations and the duration of the time over which such specified road vehicles have to operate in the area (for leading, loading or unloading of earth, ballast or any other material, plant or equipment) without any obstruction or dislocation to the running of trains. The contractor shall also furnish the particulars of vehicles and the names and photographs of driver and attendant

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retained for each vehicle to enable the Engineer to issue necessary permits allowing the holder to operate the vehicles, with such restrictions regarding the duration and/or location as are considered necessary.

Such permits shall be returned to the Engineer as soon as the work for which it is issued is over.

- 3.2 The contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in- charge of the vehicle, while driving or at rest. The person in charges of the vehicle and the attendants shall at all times be vigilant and on the lookout for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention.
- 3.3 The contractor shall also be bound by the provisions of this agreement, to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railway Act and to seek and be guided by the signals and other directions of any lookout men or other personnel retained for the purpose of ensuring safety, and to ensure care and vigilance while turning, reversing or moving the road vehicle in any other manner, at an inclination to the running Railway track or the siding, as the case may be.
- 3.4 The contractor also undertakes to make good at his own cost any inconvenience, loss, damage or other expenses caused to or incurred by the Railway Administration and to pay such amounts as determined by the Engineer to be recoverable from the contractor as penalty or damage for any omission, negligence, careless, oversight or accident on the part of any of the contractor's agent, drivers or attendants or any other person to whom the services of the holder of the permit (issued by the Engineer) has been lent or otherwise made accessible or available).
- 3.5 Any breach of these conditions by the contractor and/or his agent affecting the safety of movements of trains, engines or other rolling stock of the Railway shall constitute a breach of contract by the contractor entailing liability for termination of contract for default on the part of the contractor.
- 3.6 The tenderer/s will be permitted to make use of the level crossing for crossing the track after observing the standard railway safety precaution. If such precautions are not taken, these will be enforced by the railway by adequate arrangements and the cost thereof shall be recovered from the contractor. The contractor shall follow the instructions as per Annexure 'A'
- 3.7 **SITE INSPECTION BEFORE TENDERING.**
The contractor/s shall inspect the proposed site of work and acquaint himself/themselves with site conditions working hours storing space for materials, approach road/pathways available etc. and all relevant items connected with the execution of work. No claim shall be entertained from contractor making his own arrangements for approach/approach roads from outside Railway land and contractor will bear entire expenses such as road taxes payment on right of way etc. to outsiders.

Signature of Tenderer(s)

Date: _____

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**Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India**

**WESTERN RAILWAY
(Survey & Construction)**

Tender No. IND -DINL-DyCE-C-I-140-R

SPECIAL CONDITIONS OF CONTRACT (Technical):

SCOPE OF WORK AND SPECIAL CONDITIONS/SPECIFICATIONS OF CONTRACT (PART-III)

The tenderer should read carefully the following scope of work and special conditions before quoting the rates. **The tenderer is advised in his/their own interest to inspect the sites as per Clause 3.1.1 above** and acquaint himself/ themselves with site conditions, working space for stacking materials, approach road, etc. of works before tendering as No claims or extra rate whatsoever shall be entertained by the Railway on any of these accounts.

The scope of work is for general guidance. Railway reserves the right to change the scheme at any time. Railway's decision in this regard is final & binding upon the contractor.

The scope of the work under this tender includes:

Hiring of Diesel pump to drain out rain water/Sludge/mud at surrounding areas of various locations in between Tihi-Gunawad & Gunawad –Dhar section in connection with DHD –IND New BG line project.

The locations / Stations / Railway Yard / RUB for hiring of diesel pump to drain out rain water/sludge/mud from surrounding area are as under:

1. Under the jurisdiction of SSE(Works)/C/IND
(A) (RUB/LHS/) –
(a) **For 7.50 HP capacity location:-**
(i) 28A in Pithampur-Sagore section
(ii) 233A, 232A & 231A in Sagore- Gunawad Section.
[Total 04 Nos. Pithampu-Sagore-Gunawad Section]
(b) **For 32.00 HP capacity location:-**
(i) 22 in Pithampur-Sagore section
(ii) 229A, 224A & 218A in Sagore- Gunawad Section.
[Total 04 Nos. Pithampu-Sagore-Gunawad Section]
2. Under the jurisdiction of SSE(Works)/C/DHAR
(B) (RUB/LHS/LCs) –
(a) **For 7.50 HP capacity location:-**
(i) 198A, 206X, 208A & 212A in Gunawad-Dhar Section.
[Total 04 Nos in Gunawad-Dhar section.]
(b) **For 32.00 HP capacity location:-**
(i) 1202X, 204A, 214A & 215A in Gunawad-Dhar Section.
[Total 04 Nos in Gunawad-Dhar section.]

The quantities and scope are tentative and Railway reserves right to alter these at their own discretion without assigning any reason. Contractor is advised to inspect the site before submission of offer.

The work is to be carried out as per direction of the ADEN/SSE(Works)/SSE(P.Way) in charge of the work. The contractor shall be completely responsible for any safety of his labour while working at site as also for the

Signature of Tenderer(s)

Date: _____

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Deputy Chief Engineer (Const) I,
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**WESTERN RAILWAY
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safety of travelling passengers pass in through the site.

Contractor is required to inspect the site of work to make him satisfied before tendering his rates for complete working, including all lead and lift, transportations, loading and unloading taxes etc involved for successful completion of work

SPECIAL CONDITION OF CONTRACT-

1. Work will be carried out as per instruction of sectional SSE(P-Way)/SSE(Works) /C/IND/DHAR & AXEN/C/DHAR with contractors own labour, material, T & P.
2. The diesel pump hired from the contractor must be in good working condition & devoid of any defects.
3. In the event of failure of the diesel pump the contractor is liable to replace the diesel pump at once by another diesel pump in working condition and if the contractor fails to replace the diesel pump than a penalty of Rs. 5000.00 per day will be recovered from the contractor's bill & for that day payment shall not be made. The decision of Sectional SSE(P-WAY) / SSE(Works)/C/IND/DHAR & AXEN/C/DHAR in this regard will be final and binding.
4. The diesel pump operator shall be made available at site round the clock. In the event of absence of diesel pump operator for more than 01 hrs a penalty of Rs. 500.00 per hrs will be recovered from the contractor's bill. The decision of Sectional SSE (P-WAY) / SSE(Works)/C/IND/DHAR & AXEN/C/DHAR in this regard will be final and binding.
5. The completion period is as specified in contract from the date of commencement of work, after acceptance of work. Date of commencement will be advised by Railway representative as per requirement after work acceptance.
6. Railway reserves the right to reject any or all the tender without assigning any reason thereof.
7. In the event of any dispute the decision of Dy CE/C/IND-I & Dy CE/C/IND-II shall be considered as final and binding to all.
8. Rates quoted by contractor must be inclusive of all taxes, tools & plant, labour and all other charges levied.
9. The diesel pump operator must be in possession of a cell phone & the cell number must be made available to concerned SSE(P-WAY) / SSE(Works)/C/IND/DHAR & AXEN/C/DHAR .
10. If on calling the submersible pump operator does not respond to the call than payment for that day will be deducted from the bill of the contractor.
11. The pump supplied must be able to drain out water & sludge / mud content of the drain.
12. Electricity if available may be provided free of cost by Railways however switchboard & other accessories in this regard will be made available by the contractor.
13. The diesel pump may be required to be shifted as and when required by Railways to locations as specified by Site Engineer such as various locations under concern AXEN at contractors own cost.
14. Rain water will be drain out as per direction of SSE(P-WAY) / SSE(Works)/C/IND/DHAR & AXEN/C/DHAR.
15. Temporary hut if required at LHS/RUB site to be provided by contractor. i.e own cost.
16. In case electricity is not available to the Railway at the LHS/RUB location, the contractor shall arrange the same at their own cost.

END OF SPECIAL CONDITION OF CONTRACT PART III

Signature of Tenderer(s)

Date: _____

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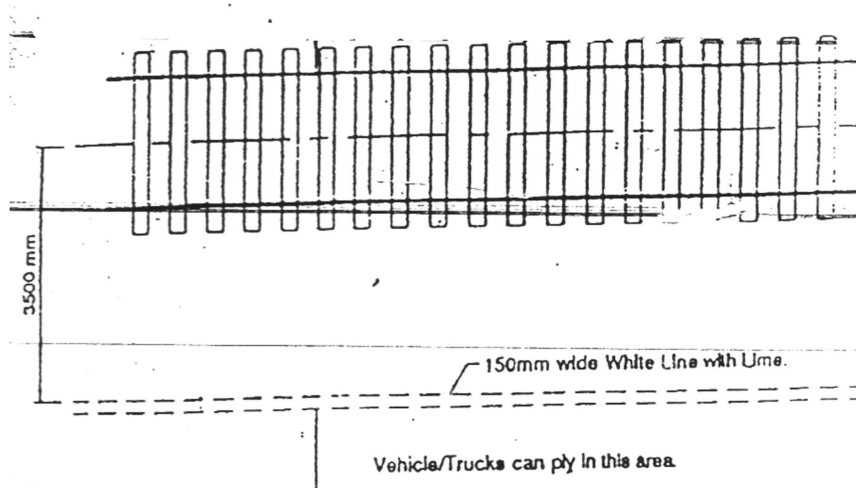
Deputy Chief Engineer (Const) I,
Western Railway, Indore
For and on behalf of The President of India

WESTERN RAILWAY
(Survey & Construction)

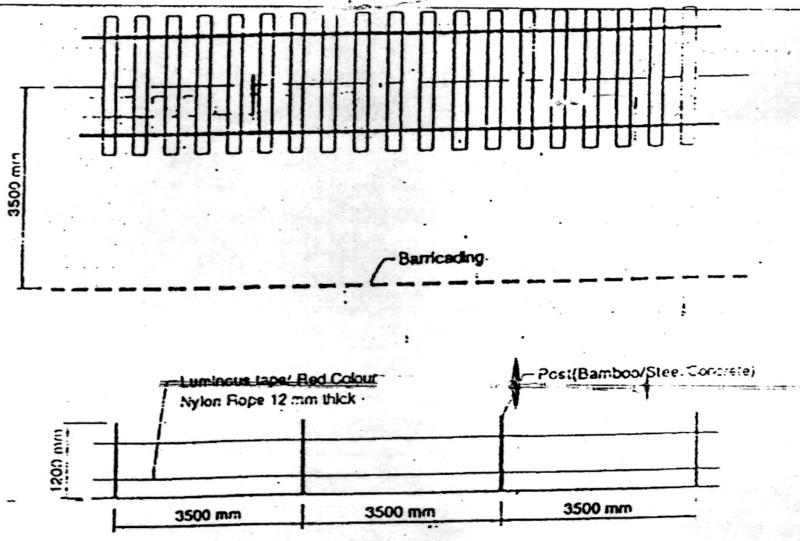
Tender No. IND -DINL-DyCE-C-I-140-R

Annexure (Safety) -1

(A) Marking of White Line with Lime



(B) Provision of Barricading



Signature of Tenderer(s)
Date: _____

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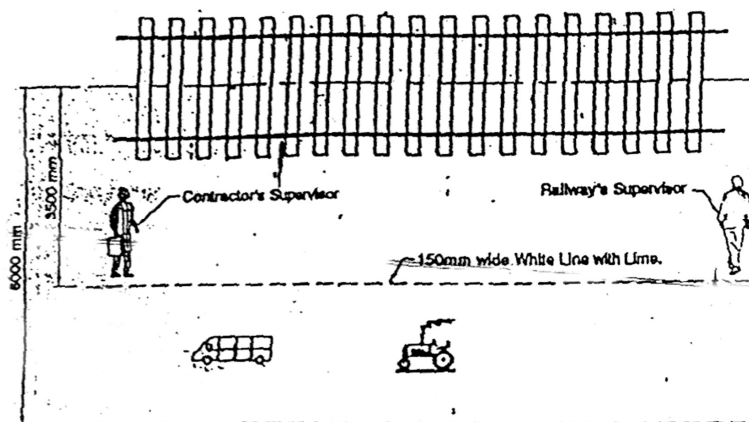
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WESTERN RAILWAY
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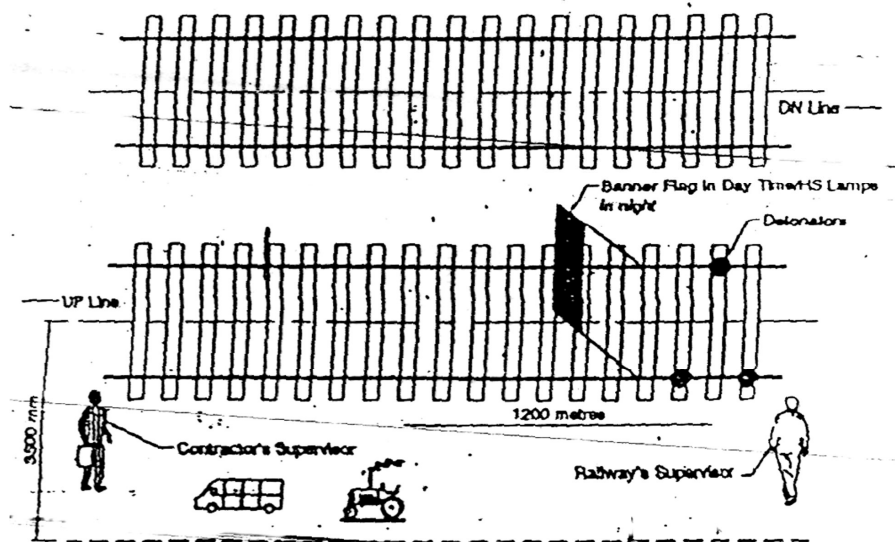
Tender No. IND -DINL-DyCE-C-I-140-R

Annexure (Safety) – 2

- (A) Plying of Vehicles/Machinery between 3.5Mts. to 6.0Mts. from Centre of track



- (B) Plying of Vehicles/Machinery within 3.5Mts. from centre of track



Signature of Tenderer(s)

Date: _____

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Annexure (Safety) – 3

CHECK LIST

(Before starting the work)

Name of Work : _____
Location : _____
Duration of work : From _____ To _____

Sr. No.	Description	Yes	No
1	Contractor's supervisor identified /selected. Who is going to be site in charge?		
2	Training imparted to contractor's supervisor & certificate issued.		
3	Work site inspected by construction supervisor / other departments supervisors along with contractor's supervisor.		
4	Precautions to be taken, identified and listed.		
5	Plan of work drawn out by contractor's supervisor in consultant with Railway supervisor.		
6	Plan of work, brought to the knowledge of open line AEN, IOW / PWI.		
7	Before start the work, proper line marking/barricading done at site of work.		
8	Men deputed for protection of track along with safety equipment.		
9	Caution order issued for the train drivers in case work is being done within 6m of center of running track.		
10	Drivers of vehicle/machinery being used have been identified.		
11	Drivers of vehicle/machinery briefed about the safe working.		
12	Sufficient lighting provided at site of work for night working.		
13	Infringements checked.		
14	Sectional (open line) AEN/PWI/IOW have satisfied themselves regarding safety arrangement.		
15	Availability of Walkie-Talkie sets for communication.		

Signature of Construction/
Other department's supervisor
Date: _____

Signature of Open Line
Supervisor
Date: _____

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
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WESTERN RAILWAY
(Survey & Construction)

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Annexure (Safety) – 4

CHECK LIST

(While work is in progress)

Name of Work : _____
Location : _____
Duration of work : From _____ To _____
Date of Inspection : _____

Sr. No.	Description	Yes	No
1	Does the contractor's supervisor have the certificate		
2	Is the knowledge of contractor's supervisor on safety of track & work site up to the mark		
3	Is Railway's supervisor of construction organization/other department available at site.		
4	Is knowledge of Railway supervisor O.K.		
5	Has lime marking/Barricading been done?		
6	Are adequate safety precautions taken		
7	Are communication facilities (Walkie-Talkie sets) available at site		
8	Are only identified drivers driving the vehicles/machinery?		
9	Is whole worksite safe for working of men/vehicle & train		
10	Is adequate lighting arrangement done at site?		
11	Are adequate protection equipments available at site?		
12	Is caution order to trains being issued?		
13	Are train drivers following the enforced temporary speed restrictions?		
14	Has work permit been taken for working in electrified territory/station yard (P&C areas)		

Designation :

Signature of Inspecting

Signature of Tenderer(s)
Date: _____

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Deputy Chief Engineer (Const) I,
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