

दक्षिण मध्य रेलवे

**SOUTH CENTRAL RAILWAY**

**HYDERABAD DIVISION**

**ELECTRICAL (TRACTION DISTRIBUTION) BRANCH**

**Tender No: 17/2026-27/Sr.DEE/TRD/HYB**

Name of the work: Hyderabad Division - Provision of stabling lines at Lalaguda halt station  
– Electrical TRD arrangements.

**NOTE TO TENDERERS**

- 1) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
- 2) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is splitted as under:
  - (a)**Advertisement period:** Time during which all information pertaining to tender shall be available but offers cannot be submitted.
  - (b)**Offer submission period:** Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers.
- 3) The prospective tenderers are advised to visit website "**<http://www.ireps.gov.in>**" before the date of tender closing or offer submission period to note any changes/corrigenda for any tender. All corrigendum shall be through IREPS portal only.
- 4) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- 5) The tenderers are required to submit their offer on line ONLY before tender closing time and date as mentioned in the NIT.
- 6) The tenders will be opened after closing date and time mentioned in the NIT.
- 7) **If the date of opening happens to be a holiday, the tenders will be opened on the next working day.**
- 8) **Warning: It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.**

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**REGULATIONS FOR TENDERS AND CONTRACTS**  
**FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS**  
**MEANING OF TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added

to or superseded by special specifications if any, appended to the Tender Forms.

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

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

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

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

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

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

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

## TENDERS FOR WORKS

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

**4. Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every 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.

### 5. Bid Security:

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

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

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

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

- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure- VIA** and shall be valid for a period of 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 within 5 working days of deadline 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.

## 6. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

## CONSIDERATION OF TENDERS

**7. Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

**7A. Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

**7B. Prebid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Prebid Conference(s) with the prospective bidders.

**7C. Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

**7D. Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

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

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

**8. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The



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

**9. Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

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

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

**ANNEXURE - I****SOUTH CENTRAL RAILWAY****TENDER FORM (First Sheet)****Tender No.****Name of the work:**

To  
 The President of India  
 Acting through the \_\_\_\_\_ Railway

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for ----- Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid 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 Witnesses:

(1)

Signature of Tenderer(s)

(2)

Date

Address of the Tenderer(s)

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

**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

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

**2. Drawings for the Work:** The Drawing for the work can be seen in the office of the \_\_\_\_\_ and / or Chief Engineer, \_\_\_\_\_ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

**3.** The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

**4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

**5.** The works are required to be completed within a period of \_\_\_\_\_ months from the date of issue of acceptance letter.

**6. Bid Security:**

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

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

(C) If his tender is accepted,

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

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

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

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

**9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract

## **10. Eligibility Criteria:**

**(FOR WORKS WHO'S ADVERTISED TENDER VALUE IS COSTING ABOVE RS.50 LAKHS).**

**For Tenders of value more than Rs.10 Crore, JV Firm is eligible for the Tender subject to fulfillment of Technical and Financial eligibility as per relevant Clause of GCC 2022.**

**10.1 Technical Eligibility Criteria:**

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

**Note for Item 10.1:**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs500 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.

**Special Technical Eligibility Criteria:**

The tenderer should have valid Electrical Contractors License Grade "A"/ 33KV or above issued by Govt. Electrical License Board (or) the site supervisor should possess necessary 'A' Grade/33KV or above License issued by a Government Licensing Authority to carryout works of appropriate voltage. The license should have been issued on a date prior to date of tender opening.

**Technical Eligibility Criteria:**

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender or (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender or (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender or GCC for works 2022 or latest.

**Definition of similar nature of work:**

"Erection, testing and commissioning of 25 kV Overhead Electric Equipment in Railways.

(OR)

Construction and commissioning of transmission line of 66 kV or above voltage of requisite value as per the technical eligibility criteria. In addition, tenderer shall also have experience of having energized 25 kV OHE work of at least 10 TKM (or) 20% of TKM involved in instant tender whichever is higher from single completed or ongoing work either as separate additional work or as a part of transmission line work produced to satisfy technical eligibility criteria.

(OR)

Provision of modification to sub-stations/switching station switch gear equipment, control and protection equipment, reactors, power factor correction equipment, transformers or any other power equipment in 25 KV Railway Substation Switching stations (or) any work pertaining to 66 kV and above Electrical sub-station of any PSU/Govt. agencies. In addition, tenderer shall also have experience of having energized 25 kV OHE work of at least 10 TKM or 20% of TKM involved in instant tender whichever is higher from single completed or ongoing work either as separate additional work or as a part of above Substations/Switching stations work produced to satisfy technical eligibility criteria."

(Authority: PCEE/SCR Letter No.E.252/Tr.D/Policy/VII, dated:04.09.2025); a copy of similar nature of work (i.e. eligible work experience certificate) should be uploaded through IREPS with their offer, failing which the tender will be Rejected.

## **10.2 Financial Eligibility Criteria:**

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

V= Advertised value of the tender in Crores of Rupees

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

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

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

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

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

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

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

the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

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

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation clause (PVC), (if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . For this purpose, the tenderer shall submit along with his bid all the relevant documents which



include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.]

### **11.Tenderer Credentials:**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

**Tenderer should submit a self-attested copy of work experience certificate, signed by an officer not below the rank of JA Grade or bill passing officer in Railways and Bill passing officer/Executive in-charge of the work in other Government Department/Govt. bodies/public sectors under taking to establish his eligibility criteria. The certificate should contain the details regarding Name of work; Agreement No and Date; Name of Agency; Agreement value in Rupees (amount in words and figures); Due date and actual date of Completion; value of Final Bill passed (amount in words and figures); Performance of the Contractor; Signature, Name, Designation and Seal of the issuing Officer, otherwise which the offer will be summarily rejected.**

- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

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

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

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

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

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

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

#### **14. Documents to be Submitted Along with Tender**

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability

Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

**(a) Sole Proprietorship Firm:**

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

**(b) HUF:**

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

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

**(c) Partnership Firm:**

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

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

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

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

(ii) A copy of Certificate of Incorporation

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

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

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

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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

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

(i) A copy of Certificate of Registration

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

(iii) A copy of Power of Attorney in favour of the individual to sign the tender

documents and create liability against the Society/Trust.

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

(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 such mention 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.

iii. (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.

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

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

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

### **(16) Employment/Partnership etc. of Retired Railway Employees:**

(a) Should a tenderer

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

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

OR

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

OR

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

AND

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

THEN

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

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

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

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

## **JOINT VENTURE (JV) IN WORKS TENDERS**

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

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

**17.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

**17.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

**17.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

**17.5** Bid Security shall be submitted by JV or authorized person of JV either as :

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

**17.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV 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.

**17.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

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

**17.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get

violated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

**17.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

**17.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted 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:

**17.11.1** Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

**17.11.2** Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

**17.11.3** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

**17.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

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

**17.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

**17.14.2**

In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

**17.14.3**

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

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

**17.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability



against the LLP.

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

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

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

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

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

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

- (a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 25% 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 25% of advertised value of the tender.

- (b) For works with composite components

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non- lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of

month previous to the one in which tender is invited, one similar single work for a minimum of 25% of cost of any component of work mentioned in technical eligibility criteria.

*Note for Para 17.15.1:*

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

#### **17.15.1 Financial Eligibility Criteria**

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

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

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

#### **17.15.2 Bid Capacity**

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

### **18.Participation of Partnership Firms in works tenders:**

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

**18.2** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

**18.3** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

**18.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm

in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

**18.5** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

**18.6** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

**18.7** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

**18.8** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

**18.9** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

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

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

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

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

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

**19** 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:

(iii) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(iv) 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.

(v) 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.

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

#### **Evaluation of eligibility of a partnership firm:**

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

#### **20.0 Advances to Contractor –**

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

(Signature)  
(Designation)

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

Date \_\_\_\_\_

**ANNEXURE – II****AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. \_\_\_\_\_ DATED \_\_\_\_\_.  
 ARTICLES OF AGREEMENT made this \_\_\_\_\_  
 \_\_\_\_\_ day of \_\_\_\_\_

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

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹\_.
- (b) All ordinary repair and maintenance works at any site between kilometer \_\_\_\_ and kilometer \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_ % above/below the Standard Schedule of Rates (SSOR) of the \_\_\_\_ Railway, corrected up to the latest correction slips and Standard Specifications of the Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Railway \_\_\_\_\_

Witnesses (to signature of contractor):

(For President of India)

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE – III****WORK ORDER UNDER ZONE CONTRACT**

WORK ORDER NO.\_\_\_\_\_, DATED \_\_\_\_\_ UNDER CONTRACT AGREEMENT

NO. \_\_\_\_\_ DATED \_\_\_\_\_.

Name of Work \_\_\_\_\_ (SITE) \_\_\_\_\_

Schedule of Drawings \_\_\_\_\_

Authority \_\_\_\_\_ Allocation \_\_\_\_\_

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

		Description of Item of Work	Approximate Quantity		Rates in Figures and Words (₹)	Amount (₹)
		3	4		6	7
Total Approximate Value of Work = ₹ _____						

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

Divisional Railway Manager/Divisional \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

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

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

(a) Repair and maintenance work including white/color washing: three calendar months from date of completion.

(b) All new works except earth work: Six calendar months from date of completion.

Contractor\_\_\_\_\_ (Signature)

Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

For President of India)

Date \_\_\_\_\_

Signature of Witnesses (to Signature of Contractor) with address

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE - IV****SOUTH CENTRAL RAILWAY****CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

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

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

Contractor \_\_\_\_\_ (Signature) Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_ (For President of India)

Date \_\_\_\_\_ Date \_\_\_\_\_

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



**ANNEXURE-V**

Reference -Para 6.1 of ITT

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

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

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

of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto **two years**

**10.** I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,

if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**This affidavit is to be given by each member of JV.**

**ANNEXURE – VI**

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

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

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity =  $[A \times N \times 2] - 0.33 \times N \times B$  Where,

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

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

Note:

- (a) The Tenderer(s) shall furnish the details of -
  - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
  - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

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

- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

**Annexure –VIA**

Para 5 of the Instructions to Tenderers

**(Bid Security)**

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

**Name of the Bank: -----**

President of India,  
 Acting through,  
 ..... Railway, Beneficiary Railway

Date:.....

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

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

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

**AND**

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

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

***issue]*** till .....***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

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  
Seal

Bank's

*[P/Attorney]*No.

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

**Annexure –VIB**

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

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

**NAME OF BIDDER/JV PARTNER:**

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

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

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

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.\_

***(Signature of Chartered Accountant)***

**Name of CA:**\_\_\_\_\_

**Registration No:**\_\_\_\_\_

***(Seal)***

**PERFORMANCE GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt----- ( hereinafter called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called "the said Agreement"), of Security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs------(Rupees----- only). We ----- (indicate the name of the Bank) (hereinafter referred to as the Bank) at the request of ----- --- (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs----- against any loss / damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs\_\_\_\_\_.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.
4. We, ----- (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- -----Office/Department) Ministry of ----- certifies 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. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.
5. We, ----- (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to



forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

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

7. We, ----- (indicate the name of the bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: The----- day of ----- 2022

For -----

(indicate the name of the bank)

**FORM-16****INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS AND FOR RAILWAY  
SUPPLY MATERIALS**

We, M/s \_\_\_\_\_ here by undertake that we held at our stores Depot/ at \_\_\_\_\_ on behalf of the President of India, acting in the premises through Sr.Divisional Electrical Engineer (Traction)/ S.C.Railway, Hyderabad (here in after referred to as "the purchaser) and his property in trust for him all materials listed in tender schedule fo which 'On Account' payment have been made to not exceeding Rs.\_\_\_\_\_. Against \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ of South Central Railway . Vide \_\_\_\_\_ and the materials handed over to us by the Purchaser as per Contract for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the Purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss damage, or deterioration whatsoever in respects of the said materials while on our possession and against disposal of surplus materials. The said materials shall at all tmes be open to inspection by any officer authorised by the Chief Electrical Engineer, in charge of the Electrical (Department) South Central Railway.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, and the Purchaser shall be entitled to recover from us the full cost as per prices included in Scheduled items to the contract and in respect of other materials, and also compensation for such loss or damage, or deterioration, if any along with the amount to be refunded, without prejudice to any other remedies available to him by deduction from any sum which at any time here after becomes due to us under the said or any other Contracts.

In the event of any loss, damages or deterioration as above said, the assessment of such loss or damages and the assessment of such compensation therefore would be made by the President of India or his authorized nominees and the said assessment shall be final and binding upon us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022  
For and on behalf of Messer's \_\_\_\_\_ (Contractor)

**Signature of Witness:**

**Name of Witness IN BLOCK LETTERS**

**Address:**

**FORM 16 (A)**

**GURANTEE BOND FOR INDEMNIFICATION OF RAILWAY MATERIALS  
(FOR GIVING RAILWAY MATERIALS FOR POH, REPAIRS ETC AT  
CONTRACTOR'S FACTORY)**

Against General Manager/South Central Railway/Hyderabad agreement No. \_\_\_\_\_ dated \_\_\_\_\_, a contract for \_\_\_\_\_  
(Nature of work) \_\_\_\_\_ entered into between president of India acting through \_\_\_\_\_ (hereinafter called contractor), We \_\_\_\_\_ Bank are holding most in favour and on behalf of Government of India the amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) being the security towards cost of raw materials namely \_\_\_\_\_ at the contractor's factory exclusively for the \_\_\_\_\_ under the said contract. We \_\_\_\_\_ Bank hereby undertake to indemnify and keep indemnified the President of India acting through \_\_\_\_\_ against any loss or damage that may be caused or suffered by the President of India (Government) by reason of any breach by the contractor of any of the terms and conditions of the said contract and performance thereof. We \_\_\_\_\_ bank agree that the decision of the president of the India whether any breach of the terms and conditions of the said contract or in the performance thereof has been committed by the contractor and the amount of loss/or damage that has been caused or suffered by the president of India (govt.of India) shall be final and binding on us and the amount of said loss or damage shall be paid by us forthwith on demand and without demur to the President of India.

We \_\_\_\_\_ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor till \_\_\_\_\_ (Date) \_\_\_\_\_ and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us the \_\_\_\_\_ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date provided that notice of any such claim has been given to us \_\_\_\_\_ Bank) \_\_\_\_\_ by the President of India before the said date, payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India.

It is fully understand that the guarantee is effective from \_\_\_\_\_ and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent of the President of India (Government) in writing.

We \_\_\_\_\_ Bank further agree that the President of India shall have fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we \_\_\_\_\_ bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said contractor for any forbearance and or omission on the part of the President of

India or any indulgence by the President of India to the said contractors or by any other matter or thing whatsoever which under the law relating to sureties, would but for this provision, have the effect of so releasing us from our liability under this guarantee.

We \_\_\_\_\_ bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bank or the said contractor.

**Dated:**

**Seal of the bank &  
Signature of the bank**

**Authority**

**Witnesses (with address)**

**1).**

**2).**

**SOUTH CENTRAL RAILWAY****Name of the work:****Tender No.****NEFT MANDATE FORM**

To  
 SENIOR DIVISIONAL FINANCE MANAGER  
 S.C. RAILWAY  
 HYDERABAD

Sir,

We prefer to the National Electronic Fund Transfer (NEFT) being followed by South Central Railway (Con) for remittance of our payments using RBI's NEFT scheme. In Confirmation to this, I/We agree to receive our payments being made through the above scheme to our under noted Account.

Sl.No	Details to provide by Tenderer	Details to be filled up by the Tenderer
1	Name of Tenderer	
2	Full postal Address with PIN Code	
3	Email Address of Tenderer	
4	PAN number of Tenderer	
5	Bank's Name & Branch	
6	Full Address of Bank	
7	Name of City	
8	Bank Code No.	
9	Bank Telephone/Fax No. & Email	
10	Bank's IFSC Code for NEFT	
11	Bank's IFSC Code for RTGS	
12	Bank's MICR Code	
13	Tenderer Bank Account Number	
14	Type of Bank Account	
15	Tenderer Name as per Bank Account	
16	Telephone Nos. of Tenderer BSNL/Landline Mobile/Cell Phone Fax Number	

(Tenderer should note that the above particulars are necessarily to be provided for return of EMD, SD & Other payments due, to the tenderer during execution and on Completion of work).

Certified that the above bank particulars of tenderer are correct as per Bank records.

**Name & Signature of Bank Official**

**Annexure-B****PROFORMA****1. PLANT & MACHINERY AVAILABLE ON HAND.**

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

**2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE.**

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	If to be purchased give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF THE TENDERER (S):

NAME OF THE TENDERER(S):

**Annexure-C****LIST OF WORKS ON HAND WITH THE TENDERER**

Sl. No.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER:

NAME OF THE TENDERER:

**IDENTITY CARD**

IDENTITY CARD No.: .....

DATE OF ISSUE:

CONTRACT AGREEMENT No.:

Space for photo

NAME OF THE CONTRACTOR: .....

& ADDRESS: .....

**PARTICULARS OF PERSONNEL**

i) Name of the Personnel:

ii) Date of Birth/Age:

iii) Personal Identification Mark:

iv) Permanent Address:

(Signature/Thumb Impression of personnel)

(Signature of Contractor)

(The person who signed the original Tender document or the contract Agreement)



**Annexure – E**

**Request letter from Executive branch to Accounts office for Opening of LC**

Office Of  
Sr.Divisional Electrical Engineer (Traction)/HYB,  
South Central Railway

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

No.\_\_\_\_\_  
The PFA/Sr.DFM/Dy.FA  
HQ/Division/Workshop/cost

Sub: Opening of LC  
Ref: Supply order/Contract Agreement No.

\*\*\*

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

- (i) Name of the Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No
- (v) Contract Agreement No
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary Bank details
  - (a) Bank Name
  - (b) Address
  - (c) Account No
  - (d) IFSC Code

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

(Signature)  
Name:  
Designation:  
(Office Seal)

**Annexure – F****LCDA No.(18 DIGIT IPAS GENERATED NO.)****Dated:****DOCUMENT OF AUTHORIZATION****Reference: (i) Works contract/Supply Contract****No.**\_\_\_\_\_ **dt**\_\_\_\_\_**(ii) Inland Letter of Credit****No.**\_\_\_\_\_ **dt**\_\_\_\_\_

This document is issued against contract No.\_\_\_\_\_ (FROM IREPS)  
 \_\_\_\_\_dt\_\_\_\_\_for Supply/work of (Description of GOODS/Work FROM  
 IREPS)\_\_\_\_\_.

The beneficiary of the aforementioned Letter of Credit M/s(Name and Vendor Code) \_  
 (vendor code...as per IREPS) is entitled to receive payment. Aggregating  
 INR.....SSS.....(FROM ABSTRACT OF BILL PASSED)... out of a total LC amount of  
 INR....(FROM MASTER TABLE OF LC OPENED)\_\_\_\_\_against the  
 first/second\* commercial invoice No.(FROM IPAS)\_ dt\_\_\_From IPAS\_\_\_\_\_ for  
 INR(FROM IPAS\_\_\_\_\_raised against the above contract from State Bank  
 of India\_(branch-FROM LC MASTER TABLE)--- on the strength of this certificate.

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

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

THIS PAYMENT : \_SSS\_\_

LC BALANCE AFTER THIS PAYMENT:\_\_\_\_\_

(Signature of Authorized Railway Authority)

Name:

Designation:

Office Seal

**Annexure –G**

The tenderer/Bidder shall fill up the following pro-forma, sign and submit along with the offer or else the offer will not be considered.

**TENDERER'S INFORMATION**

1.	Name of the contractor, Age, Father's Name & full Address (with proof of address) (copy of the voter's card or house hold card or Aadhar card should be enclosed)	
2.	Electrical Contractor's license No.	
i.	Grade	
ii.	Issuing Authority	
iii.	Validity of license	
3.	For Contact purpose:	
i.	Mobile phone No.	
ii.	Land phone: - Office	
iii.	Fax -No.	
iv.	E-mail address	
4.	Banker's details:	
i.	Bank Account No.	
ii.	Name of the Bank with address	
iii.	Code of the Bank (to arrange contractual payments through electronic fund transfer system)	
5.	PAN No.	
	VAT No.	
6.	Partnership deed should be enclosed if it is not a proprietary firm.	
7.	i. License No. under Contract Labour (Regulation and abolition Act 1970 or building and other construction works Act (BOCW) from Ministry of Labour, if applicable. (copy should be enclosed)	
8.	EPF code No. (Copy of registration to be enclosed)	

I hereby declare that I have read the tender conditions and fully conversant with the Rules and regulations issued from time to time by Ministry of Labour Government of India and Government of Andhra Pradesh and I will follow them scrupulously.

**Station:**

**Date :  
contractor**

**Signature of the**

**GENERAL CONDITIONS OF CONTRACT**

The General conditions of Contract governing the performance of the works covered by this tender are the **"General conditions of Contract (April - 2022)"** of the Engineering Department of the Railways **as amended from time to time up to date**. A copy of the booklet incorporating the above "General Conditions of Contract (April - 2022)" may be perused in the office of the Sr.DEE/TrD/HYB/South Central Railway, Secunderabad - 500 025.

In submitting his tender, it would be deemed that the tenderer has kept him-self fully informed of the provision of the **General Conditions of Contract (April - 2022)** including all corrections and Amendments issued up to date and claim that he is not aware of any amendment or correction slip to the GCC shall not be entertained.

SIGNATURE OF THE  
TENDERER / CONTRACTOR

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.1 GOODS AND SERVICE TAX (GST)**

1.1.1 GST would replace taxes currently levied and collected by Centre like Central Excise Duty, Service tax, cess and surcharge so far as they are related to supply of Goods and Services. GST would also replace State Taxes that is within GST like state VAT, Central Sales Tax, Entry tax and State cess and surcharge so far as they are related to supply of Goods and Services. However, seignorage charges, building and other worker welfare cess, IT and IT related cess etc., will continue.

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

1.2 The responsibility for remitting the service tax/GST lies with the contractor/service provider. In Exceptional cases for certain cases for certain service under reverse charge mechanism may have to be dealt separately by railways.

1.3 Procedure for payment of contractual bills in Railways is as follows (Railway board Lr. No.2016/CE- I/ CT/12/GST/Pt.I, dt: 29.06.17 )

(i) With GST act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) on his letter head duly segregating the "Amount of work executed excluding GST amount" and "GST amount" along with Invoice No. (bill No.) and all other details required under GST act.

(ii) In case contractor is registered under GST Act, Railway shall pay to the contractor 'Gross amount of work executed duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc., as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid "Amount of work executed excluding GST amount" duly deducting all other leviable taxes like I/Tax, labourcess, royalty etc., as applicable. Railway shall deposit "GST amount" as well as all other taxes deducted to concerned authorities.

1.4 **TAXES** ( Ref: PCE's Lr. No.W.44/B/ Vol. VII dtd 06.12.2017)

(i) The tenderer shall quote the rate by taking into account all the statutory duties/taxes/ GST applicable to the work up to the date of opening of tender.

(ii) Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway's account subject to production of Govt. notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway's account.

(iii) However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes.

(iv) Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

## **2.0 WARRANTY:**

The warranty/Maintenance period should be covered for a minimum period of three years (36 months) from date of commissioning / acceptance.

(Vide PCEE/SC's letter No. E.77/2/SIM dtd:04-12-2018, warranty clause was modified for improvement in quality of works).

During the period of guarantee the contractor shall replace free of cost any parts which may be found defective in the equipment whether such equipment's be of his own manufacture or of his contractors, whether arising from faulty design, material and workmanship. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such case, the contractor will be informed in advance of the works proposed to be carried out by the purchaser.

**3.0** The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live OHE always in live condition, unless otherwise a power block is granted on the adjacent line, the contractor shall also take all precautions to protect his staff working on the line against traffic (running of trains) on the working lines/adjacent lines.

**4.0** If there is any conflict between special conditions and the general conditions of the contract, the conditions laid down in special conditions will be sustained.

## **5.0 QUALITY OF MATERIALS AND QUALITY CONTROL:**

**5.1** All materials used in the execution of the contract shall be of the best quality and of the class most suited for the purpose specified. Components, assemblies and equipments to be obtained from sub-contractors should be from proven source, chosen from the approved list based on RDSO/CORE approved suppliers. The work shall also conform to the following acts, rules, and standard codes of practices.

i) I.S.S.

ii) RDSO specification and Drgs.

All the equipment's/materials covered by this contract shall comply with the Technical specifications and relevant I.S.S. as referred to therein in all respects and shall be adequate to perform the duties for which they are designed.

**5.2** Contractor shall not supply any material and equipment more than 15% of agreement quantity from PART- II (Development sources). Minimum 85% of the agreement quantity shall be supplied from PART- I source only.

**5.3** All erection work shall be of the best quality to the entire satisfaction of the Railway. The contractor shall ensure that the equipment's and services under the scope of this contract, whether manufactured or assembled within the contractor's premises or at his sub-contractor's premises or at the Railway's site or at any other place, are strictly in accordance with the

provisions of this contract. For this purpose, the contractor shall adopt necessary quality assurance programme to control such activities at all states.

## **6.0 INSPECTION:**

a. The contractor shall arrange RITES/RDSO inspection requirements for the supply items worth more than Rs.5.0 Lakhs on par with stores supply. The payment for RITES inspection will be done by Sr.DFM/HYB.

b. For consignee inspection, the contractor should submit Guarantee/Warranty certificate, Test certificate from OEMs.

**6.1** All the equipment's, materials, fittings etc. shall be subjected to inspection by RITES/Railways before dispatch. The inspection officer(s) for this contract shall be nominated by the Railway. However, insulators are to be got inspected by RDSO/RITES at the manufacturer's works and they have to be tested by the Railway's representative before erection. The consignee can further check the items after receipt at his depot in spite of RITES inspection.

**6.2** The contractor shall provide, without any extra cost to the Railway all materials, equipments, tools, labour and maintenance of every kind with necessary testing facilities which the Railway or the Inspecting Officer may consider necessary for any test and examination to be made at the contractor's or sub-contractor's premises and at site and shall pay all costs attended thereon.

Vide Rly. Board letter No. 2000/RS(G)/379/2 Dt : 6-9-2017 and CEE/SCs letter No. E.29/P/Vol. XIDt. 27-09-2017 the following Two clauses are included.

**7.0** In all matters of dispute the decision of the Divisional Railway Manager/Traction Distribution, Hyderabad division shall be final and binding.

## **8.0 PROVISIONAL ACCEPTANCE:**

(a) Immediately after completion of works, the Contractor shall certify and advise the Purchaser in writing that the section is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it into operation.

(b) As per the specification excluding power collection tests which would be carried out subsequently in connection with the taking over by the Purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the Contractor within a month after the receipt of the Contractor's notifications, as stated in sub para above.

(c) After inspection and satisfactory conclusion of tests and when the Purchaser is satisfied with the satisfactory working of the installations he will issue a provisional acceptance certificate which would be signed by both the parties. The provisional acceptance certificate will not be withheld for any minor defects.

(d) Should the result/s of inspection and the test/s be not satisfactory, and extension of one month will be granted to the Contractor to make good the defects and deficiencies, pointed out by the Purchaser, fresh inspection and test will then be carried out after the Contractor



has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the Contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.

(e) In such a case, or in case of delay in completing the work under this contract within the time limit the Purchaser reserves the right if he deems it possible to use in a reasonable manner any section or any part of the section even if some installations of the sections are not completely erected, the Purchaser will give to the Contractor for this purpose seven days previous notice.

(f) The Contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the Contractor is responsible, the " Provisional Acceptance Certificate " shall be issued at or within a mutually agreed reasonable period not exceeding three months after completion of the relevant section as indicated in sub para/s above.

**NOTE:**

(1) Provincial Acceptance Certificate for the work will be issued immediately after all tests (excluding power collection tests) are completed to the satisfaction of the Purchaser. Should the Purchaser be unable to complete the tests and energisation of the line within a reasonable time which shall not exceed one month from the date of Contractor's notification, the issue of provisional acceptance certificate shall not be delayed and shall be issued within a maximum time of two months after notification has been given. The power collection tests shall normally be carried out for the entire Section within two months of the date of energisation of the siding.

(2) The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects, which may reasonably be considered not essential for Energisation, and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

**9.0 FINAL ACCEPTANCE:**

(a) The final acceptance of the entire equipment installed on the group shall take effect from the date of expire of the period of guarantee. The expiry of the last of the respective periods of guarantee of

various sections for which provisional acceptance certificates are issued or brought into commercial operation, provided in any case that the Contractor has complied fully with his obligations.

(b) If on the other hand the Contractor has not so completed with his obligation, the Purchaser may either extend the period of guarantee in respect of the section until the necessary works are carried out by the Contractor or carry out those works or being them carried out sumoto on behalf of the Contractor at the Contractor's expenses.

After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.

© The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing the respect there of before the issue of final acceptance certificate under this clause.

(d).Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties here to.

#### **10.0 DEDUCTION OF INCOME TAX AT SOURCE:**

In terms of new Section 194-C inserted by the Finance Act 1972, in the income tax Act 1961 the Railway shall at the time of arranging payments to the contractor and/or sub contractor (in the case of sub contractor only when the Railway is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on Income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

No Income Tax will be deducted by the Railway on payments made for supply of materials where such value of supply portion is distinct and ascertainable such as supply of Timber, tiles, bricks, ballast including track/ballast etc. The deductions towards Income Tax to be made at source from the payment due to non/residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

**11.0** Levy of conservancy cess charges will be recovered from the contractor bills for the labour engaged as per GM/Medical Ir.No.MD/120/2/8 of 13.8.99 communicated by Dy. Director (Engg. Rly.BdNo.F(X/1/95/1/1/New Delhi dt.1.10.99).

#### **12.0 IMPLEMENTATION OF LABOUR LAWS:**

The contractors should obtain license under contract labour (regulation and abolition) Act for 20 or more workers and under BOCW Act for less than 20 workers. Payments for the works executed shall be done only on submission of requisite labour license from Asst. labour commissioner/Hyderabad.

#### **13.1 IMPLEMENTATION OF THE BUILDING AND OTHER CONSTRUCTION WORKERS (RECS) ACT,1996 AND THE BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT, 1996 IN RAILWAY CONTRACTS.**

The tenderer for carrying out any construction work in AP must get themselves registered from the registering officer under section-7 of the building and other construction workers Act, 1996 and rules made there to by the AP Govt. and submit certificate of Registration issued from the registering officer of the AP (labour department). For enhancement of this Act, the tenderer shall be required to pay cessat 1% of cost of construction of to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

### **13.2 ISSUE OF IDENTITY CARDS BY CONTRACTOR:**

13.2.1 The contractor should issue identity card to each and every person employed by him and deployed for execution of the subject contract work to this tender/ contract. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions therefore, will be dealt as per relevant clause of GCC.

13.2.2 It is mandatory on the part of every person deployed by the contractors to keep in his possession the identity card issued by the contractor throughout the execution of the work. Failure to possess such Identity Card will be treated as unauthorized presence in the Railway premises.

13.2.3 It is mandatory for the contractor, to submit the list of the persons issued with the identity cards and deployed for execution of the contract to the Railway's Engineer at site before commencement of the work and also for any subsequent change made during the execution of the work.

13.2.4 No claims, whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

### **13.3 UNIFORM:**

The contractor should provide Proper Uniform including Helmet and Safety shoes to his personnel who are working for the above subject work for easy identification. They should wear perforated Retro Reflective Jackets as decided by Sr.DEE/TrD/HYB.

### **14.0 SAFETY PRECAUTIONS:**

14.1 The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear full cost of all damages to the equipment and men and also all damages direct or indirect, to Railway and its passengers and for detention of trains.

14.2 The contractor shall abide by all instructions issued by the Railways from time to time in connection with protection/safety of track/railway installations/personal as well as quality control. The contractor should not leave the excavated pits unfilled overnight. Due to any reason if it becomes necessary to leave the pit unfilled over night, it should be filled back effectively with sand bags to the satisfaction of the purchaser's representative.

### **15.0 MODIFICATION TO CLAUSE 63 & 64 OF GENERAL CONDITIONS OF CONTRACT**

15.1 The Provision of Clause 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims/disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of work done (excluding the value of the work rejected) under the contract,

whichever is less. When claims/disputes are of value more than 20% of the value of original contract or 20% of the value of actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claims for reference to arbitration and the provisions of Clause No. 63 & 64 of the General Conditions of Contract will not be applicable for referring the disputes to be settled through arbitration.

15.2 The Contractor shall furnish his quarterly statement of claims as per Clause 43(1) of General Conditions of Contract. But the Contractor should seek reference to arbitration to settle the disputes only once, subject to the conditions as per para above.

15.3 These Special Conditions shall prevail over the existing Clause 63 & 64 of general Conditions of Contract.

15.4 This tender/contract is governed by the general conditions of the contract-July'2020 of Railway amended from time to time up to date

## **16.0 RAILWAY SUPPLY:**

Normally no material will be supplied by the Railway to the Contractor against Schedule items except mentioned in this para.

In order to speed up the work within the target, the required material for the work will be loaned to the contractor if available for execution of work. The loaned material shall be return back to the purchaser/Railway within six months from the date of material issue (or) before taking final bill whichever is earlier, recovery will be made from contractor's bill as per standard procedure adopted by

the purchaser. The loaned materials will be supplied at concerned OHE depot. Necessary transportation required for movement of materials to the work site shall have to be arranged by the contractor.

If any material not included in the schedule/supply in contractual portion/quantum of work which is required for execution will be supplied by Railways at the nearest depot.

a) No crane/work trains/ladder trolleys will be arranged for erection of OHE arrangements. The contractor shall make his own arrangements for carrying out installation of traction overhead equipment. The contractor shall arrange road cranes with jib of required length for transporting and loading of the catenary wires and expenses of crane shall be borne by the contractor.

## **17.0. POWER BLOCKS WORKING - PROTECTION OF MEN WORKING:-**

a. Railway will arrange only power block for the works related to power block depending on the traffic and other conditions. The contractor shall ensure the removal of men and material before cancellation of power block. The contractor shall have to take full advantage of available power block by employing adequate staff for getting the maximum possible work done during the available block period.

b. The Contractor shall take all precautions necessary to protect staff working and under him or his sub-contractor. The contractor shall treat all other lines live except the line under power

block. He should ensure execution of work under the supervision of competent person to carry out the work in electrified areas. Unless the adjacent lines are also under power block, voltage and current will be induced in the line under power block. To protect against these induced voltages and currents, earth discharge rods are to be provided. Care should be taken by the contractor that these discharge rods are intact and not disturbed by his staff. He shall also ensure that none of the staff working under him shall work/reach beyond safe working limits.

c. Under all conditions, the contractor shall have to arrange protection of his staff against traffic. He shall have also to take all necessary precautions to guard against any possible obstructions to traffic during working by providing necessary guy while erection/dismantling of structures, coverage of excavated foundation pits with sand filled bags to keep free of stacked materials from obstructions to traffic etc.

d. At the end of each power block work the contractor shall ensure removal of all men and material and no work inclusive of OHE should be left out in a state of obstruction to running of trains and the OHE should be made fit for electric traffic.

e. The Engineer reserves the right to alter the scope of work as mentioned in clause 1.0 of the scope of work and special conditions as well to drop portion of the work within the time of tendering and awarding the contract.

f. The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live OHE always in live condition, unless otherwise a power block is granted on the adjacent line, the contractor shall also take all precautions to protect his staff working on the line against traffic (running of trains) on the working lines/adjacent lines.

g. If there is any conflict between special conditions and the general conditions of the contract, the conditions laid down in special conditions will be sustained.

## **18.0 CERTIFICATE OF INSPECTION AND APPROVAL:**

a) No equipment/ stores will be considered ready for erection until the Railway or the Inspecting Officer nominated by it, shall have certified in writing that they have been inspected and approved by him. Proof loading of all the components coming under tension will be done before erection by the inspecting official.

b) The Inspecting Officer or his authorized representative shall have, at all reasonable time, access to the contractor's premises and shall have power to:

- i. Inspect and examine the materials and workmanship of the work, at any time during the manufacture at the manufacture's premises or in the premises of the contractor or sub-contractor or at the site of erection.
- ii. Certify before any equipment's is submitted for inspection that it cannot be in accordance with the contract owing to unsatisfactory method employed.
- iii. Reject any part of the work submitted by the contractor as not being in accordance with the contract.
- iv. Reject the whole of the work including equipment tendered for inspection, if after the inspection of such portion as he may, in his discretion, think fit, he is satisfied that the same is unsatisfactory.
- v. Mark rejected equipment with rejection mark so that the same may be easily identified.

- vi. Re-inspect at the time of erection, at site any equipment both previously inspected and approved by the inspecting officer at the contractor's or Sub-contractor's premises not with-standing any approval given earlier, the contractor shall make good such rejections made, based on such re-inspection at site to the satisfaction of the Engineer. The ultimate responsibility for correct supply/execution of work shall rest with the contractor unless the Railway insists an option of his designs in spite of the contractor not being agreeable to it.

## **19. PRICES AND PAYMENT**

### **1. SCOPE:**

This Chapter deals with prices to be paid for various items of work or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and condition of the Contract.

### **2. SCHEDULE OF PRICES:**

- I. Prices for the items covered in schedule of prices are based on rates specified as Schedule items. The tenderers have to quote a percentage at par/ Below /Above the prices of items in Schedule.
- II. All prices shall be firm irrespective of minor variations in basic quantities and use of alternative types approved by the purchaser. Minor changes in basic designs shall not affect unit prices as long as such changes are mutually agreed to by purchaser and the contractor. The contractor shall carefully note the items of materials, equipment's, fittings and components which will be supplied by Railways.
- III. The prices shall include provision for wastage in transit and erection. The prices shall include all incidental charges for transport, loading, un-loading and handling of materials. The prices shall include insurance premia under the emergency risks, all taxes, duties, levies etc.

### **3. ON ACCOUNT AND PROGRESS PAYMENTS:**

- a) 80% payment will be made on supply portion of materials in full quantity against schedule "A" (SOR) and schedule "B" (Non-SOR) items.
- b) 85% payment will be made on completed portion of work against erection portion of scheduled items.
- c) The balance payment which was deducted from each bill will be made as final bill after completion of entire work and after reconciliation of materials.
- d) The security deposit and performance guarantee will be released as per General Conditions of the Contract.

### **4. Payment through Letter of Credit (LC) in IREPS:**

- i. For all 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 of tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - (a) The LC shall be sight LC
  - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the Contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the Respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this agreement. 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 and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter Of Credit(LC). All sums payable/borne by 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 – F**) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
  - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by railways.
  - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts office to Railway's bank (Local SBI Branch).
  - (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
  - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch)
  - (m) The Railway's Bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
  - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
  - (p) The release of Performance Guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
- vi. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, places as **Annexure – E**.

d) **Condition in Payment of wages & Minimum wages Act:**

An application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his firm/company etc, and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

- a) Contractor shall apply for one time registration of his company/firm etc, in the shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contractors 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 the 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.

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 representative that " I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) 'till \_\_\_\_ Month \_\_\_\_\_ Year".



### **SPECIAL CONDITIONS**

1. It must be clearly understood that all the terms and conditions stipulated under special conditions are binding on the contractor. In all matters of dispute, the decision of the **Sr.Divisional Electrical Engineer, (Traction Distribution) Hyderabad Division, South Central Railway, Secunderabad** shall be final.

2. Every effort has been made by the Railways to cover all the items required for executing the work. These items might have either been covered explicitly or implicitly in the specification, scope of work and tender schedules, the tenderer shall however, provide free of cost all such items that may be required for proper execution, commissioning and performance of the equipment supplied and wiring installations carried out by them whether they are mentioned explicitly or implicitly in the specification or not. No extra claim whatsoever will be entertained by the Railways for such items provided by the contractor for proper execution or for ensuring satisfactory performance of the installations provided by them under this contract.

**Agreement:** The tenderer should note that they have to execute an agreement embodying all the terms and conditions immediately from the date of receipt of Letter of acceptance. The tenderer has to submit 6 agreement copies duly signed by him to Sr.DEE/TRD/HYB office. A specimen copy will be supplied to the successful contractor on payment of P.G.

**Note:**

- a. The contractor shall submit proof of purchase with manufacturer's guarantee if any for the items supplied by them.
- b. **Validity of Tender is 60 Days.**

**Completion Period:** *The works are required to be completed within a period of **12 (Twelve) Months** from the date of issue of acceptance letter.*

## **SCOPE OF WORK AND TECHNICAL SPECIFICATION**

### **1 GENERAL PARTICULARS:**

**(a).** The soil characteristics of the entire area are generally consolidated.. The bearing capacity of the soil is likely to vary from 5500 to 22,000 kgf/sqm. The actual bearing capacity shall, however be determined in accordance with part-II.

### **2: CLIMATIC DATA TEMPERATURE:**

**(a)** For the overhead equipment which will be in the open space a minimum temperature of 15oC and a maximum temperature of 50oC are to be considered. The mean temperature may be taken as 35oC.

**(b) RAINFALL:** Rains occur generally from August to September. The average rainfall during monsoon season is approximately 100 cm annually.

**(c) HUMIDITY:** The maximum relative humidity is nearly 80% to 84%.

**(d) THUNDER STORMS:** The region is subject to thunder storms and rain fall during the monsoon from August to September.

### **(e) WIND PRESSURE:**

The basic wind pressure 112.50 kg/sq. m. in terms of IS:875/87 Amendment I is to be adopted for the Traction Structures. Increased wind pressures is also to be adopted on embankment more than 10 m. i.e. 200 Kg/ sq. m. This conforms with wind pressure adopted by State Electricity Boards to the design of EHT transmission lines.

### **3: ROLLING STOCK:**

Electric locomotives with height not exceeding 4.165m with their pantographs in the locked down position and diesel locomotives 4.42m (14 ft.6 inch) high would run on this section.

### **4: OVER DIMENSIONAL CONSIGNMENTS:**

The maximum height of over dimensional consignment which will pass on this section is 4.80m (15'-9") with movement restricted to specified lines.

### **5: RETURN CONDUCTORS:**

In a few stretches on the section return conductors and Booster transformers will be provided. Full particulars of the section and the actual number of booster transformer stations would be indicated at the time of placing of order or as soon thereafter as possible. If R.C. is decided to be supplied by Railways at the time of finalization of contract, the released R.C. wire available with the Railways will be supplied to the contractor.

### **6: LABOUR & MATERIALS:**

Unskilled labour is available almost all over the section while skilled labour would be available generally at the main towns in the section.

**7: CONTRACTOR'S OFFICE:**

It is obligatory on the part of the contractor to establish an office nearer to the office of **Sr.DEE/TRD/HYB** for expeditious finalization of particular designs and working drawings. The office should be headed by a qualified Engineer whose credentials shall be approved by the Railways' Engineer. In addition, the contractor would have to establish field construction offices at convenient and approved locations for co-ordination and progressing of field works.

**8: CONTRACTOR'S DEPOT & WORK TRAINS:**

Suitable space shall be made available for the contractor to set up one main depot at the siding/station. The exact location will be advised later on. A work train would be provided to suit the need of work for erection of masts/portal components /TTC's and stringing of wire only. Additional work trains may, however, be made available (free of charge) at the request of the contractor, if considered necessary by the Railways to suit the time schedule for completion of works. If work train is not provided for any reason, the work of erection of masts/portal components/ TTC's and stringing of wire has to be carried manually for which extra payment will be made

**9 (a) DURATION OF TRAFFIC BLOCKS:**

Traffic block may be granted at any time during day or night to suit convenience of traffic operations and will ordinarily be granted on one track at a time over a distance covered by one or two consecutive block sections. Work trains will normally be allowed to take advantage of block shadows. Normally the total durations of block on any station/section/siding will be max. of 3 to 4 hours in a day for all the tracks in the section taken together, the total of blocks on any track being limited to 1 or 2 hours in a day. Block provided may be utilised for one or more work trains or track lorries or ladder trolleys to suit convenience of work.

**(b)** Material train and blocks will not ordinarily be given for laying out the feeders except where crossing of track is involved which will have to be laid out manually generally. However, material train can be used to drop the feeder drums along side the track. The contractor shall however arrange to get the drums dropped to the maximum possible extent by road.

**(c)** The work train block hours shall be taken as 6 per track km the total block hours for completion of works shall also be taken as 5 per track km.

**10. QUALITY ASSURANCE PROGRAMME IN SUPPLY AND ERECTION**

(a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research Design & Standards Organisation/Central Organisation for Railway Electrification. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing of prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the

prototype tests at his own cost in a Testing Laboratory approved by the Railways. Only tested quality steel shall be used. The contractor shall ensure that the Railway's prescribed Quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials/components and fittings/equipments required for the work. The contractor should furnish as and when asked by Railways, copies of purchase orders of materials indicating the rates at which contractor purchased the material for the purpose of rate analysis for future works

**(b)** Quality of materials and erections: All erection work carried out shall also be of the best quality acceptable to the Railways.

**(c)** If a product upon arrival at destination, does not meet the requirement of the specifications, it may be rejected.

**(d)** The various equipments, components and materials supplied by the Railways to the Contractor will be handed over to the Contractor, as far as possible in a stage ready for installation. The Railways shall supply, to the Contractor within reasonable time (as far as possible within 3 months of issue of the letter of Acceptance of Tender) two copies each of the drawings of all items to be supplied by the Railways. Wherever possible 2 copies each of the instruction's booklets for various equipments will also be supplied by the Railways. The Contractor shall carefully follow the instructions mentioned in the various instruction booklets and those indicated by the Railways during the erection of equipments supplied by the Railways and shall endeavor to bring such equipment into successful operation. In the event of the failure of any item supplied by the Railways due to inherent defects/deficiencies in the item, the Contractor shall not be responsible. Should the defects be repairable at site without requiring the dismantlement of the equipment, the repair shall be done by the Contractor, free of cost, for which the necessary replacement parts will be supplied by the Railways, free of cost, to the Contractor? If the defect cannot be rectified at site and the replacement of the equipment is required, then the Railways, shall replace the defective equipment, alternatively the Contractor may be required to dismantle the defective equipment and re-erect the required equipment for which he shall be paid separately at original schedule rates as applicable, if available or at rates to be mutually agreed to between the Railways and the Contractor prior to undertaking the work.

**(e)** In case damage to the stores handed over to the Contractor, is caused by faulty test or careless handling by the Contractor as distinct from damage due to inherent manufacturing defect, the cost of repairs to replacement of the damaged equipment shall be borne by the Contractor.

**NOTE:** (1) Booster Transformers if made railway supply, will be supplied along with necessary oil for the first filling to the Contractor as required.

The Contractor shall make his own arrangements for oil filtration, testing and commissioning as well as arrangements for oil filtration plant and power supply for the same.

(2) Empty drums, wooden crates, and other packing materials including gunny bags used for supply of Railways's materials to the contractor shall be the property of the Contractor. The Tenderer should take note of this while quoting rates.

**11 CONTRACTOR'S ORGANISATION**

(a) The Railway will also provide free of charge stabling lines for work trains at suitable stations, should it be considered necessary to suit convenience of operation or to avoid haulage of work trains back to main or sub-depot/s except for the purpose of recoument of stock on work trains. Space for storage of ballast and sand may also be provided free of charge along such stabling lines as convenient to the Railways. The receipt of storage of materials at the main and sub-depots shall be so planned as to avoid transport of materials between the main and sub-depot/s and vice versa to the maximum extent possible.

(c) The main depot will be located at take-off station of the Siding/section.

(d) DELETED

(e) The contractor shall hand over the depot, sub-depot area complete with siding, within a period of four months from completion of the work, cleaned of all Contractor's stores or refuse unless otherwise agreed to by the Railways.

(f) The Contractor will be responsible for transfer of materials from source of supply to the main or sub depots, between depot/s and workshops except where otherwise stated. If wagons are required, the Railways will use his good offices for expeditious allotment. The Contractor will be responsible for all loss and/ or damage in the transfer of materials and for demurrage or Wharfage he may incur, and no loss damage or expenses incurred on this account will be reimbursed by the Railways. Work trains for transport between depots or between depot/s and work site will be provided.

(g) Electricity may be supplied at places where spare capacity is available for running of machinery and for lighting. The Contractor shall provide his own distribution system, in consultation and with the approval of the Railways. The cost of providing connections and of energy consumed shall be paid by the Contractor to the Railways in accordance with relevant rules and prevailing rates of the Railway.

(h) At places where piped water supply is available the Railways may supply water to the Contractor at convenient points for his office, workshops and stores if necessary in connection with the work. The Contractor shall arrange to lay his own pipe lines for distribution in consultation and with the approval of the Railways. The Contractor shall be charged for consumption by the Railways at the prevailing rates. The Contractor shall arrange water at the work site at his own cost. However, in exceptional cases where the Railways is satisfied that it is not feasible for the Contractor to arrange water due to its non-availability nearby, Water may be made available free of cost in water tanks at watering station/s which may be carried to work site through work trains. The decision of the Railways in regard to supply of water through work trains shall be final and binding on the Contractor.

(j) The Contractor shall arrange at his own cost all tools, plant and facilities as necessary for erection and testing of the equipments, in compliance with the Specification.

(k) Conservancy cess charges will be recovered from the Contractor as per rules in force.

## **12. CONTRACTOR'S DRAWINGS ETC.**

Any calculations, designs, drawings, schedules, information, data progress charts etc. required by the Railway's Engineer in connection with the contract shall be furnished by the Contractor at his own expenses. The Contractor will not be required to furnish drawings, designs and calculations etc. for basic designs and employment schedules provided by the Railways in case no modification/deviation is required for a particular basic design/employment schedule. However, for the use of railway and contractor's supervisors at site, contractor to supply six copies of basic design booklet. (The basic booklet will be supplied by Railways). In case of new developments in designs, comments on Research Designs and Standards Organisation (hereinafter called R.D.S.O.)'s basic drawings /designs/employment schedules will be submitted by the contractor to the Railways. If the RDSO's drawings/ designs/ employment schedule is not revised, Contractor need not submit drawings/ designs/ employment schedules to the Railway. In the event of Contractor suggesting any alteration/deviation in standard drawings, he shall submit the retraced drawings with full calculations and justification of the change to the Railways. The Railways if convinced of the need of the alteration shall approach RDSO for necessary approval.

## **13. QUALITY ASSURANCE MATERIALS**

(a) All the equipments, materials, fittings and components will be subject to quality control programme of the manufacturer, being part of the quality Assurance programme of the Contractor. The materials may also be inspected by the Railways or his representative either at the manufacturer works or at the Contractor's depot. The Railways or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and Railways' prescribed quality Assurance Standards.

**(b) ERECTION:** All erection work will also be subjected to the Quality Assurance Programme including inspection by the Railways or his representative to ensure that the work is done in accordance with the specifications and approved drawings and designs and Railway's prescribed Quality Assurance Standards.

**(c) EXPENSES OF RAILWAY'S REPRESENTATIVE:** All the expenses of Railway's representative shall be borne by the Railways whether the inspected material is finally utilised in work or not.

(d) The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, components or equipments required for the work.

**(e) QUALITY ASSURANCE PROGRAMME:**

For proper control of quality and to ensure that the materials, equipments and fittings are manufactured according to specification and the erection is according to approved instructions, drawings, specifications, the Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's works, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet the requirement of the Railway's Prescribed Quality Assurance Standards. This programme of the Contractor shall generally cover the following:-

1. The organisation to manage and implement the Quality Assurance programme.
2. The documentation control system:-
  - i) Basic control system.
  - ii) Adopted at manufacturer's works.
  - iii) Adopted at the Contractor's Depot and work site.
3. Procedure adopted for:-
  - i) Source Inspection.
  - ii) Incoming raw material inspection.
  - iii) Verification of materials purchased.
  - (iv) Fabrication controls.
  - (v) site erection controls.
4. Inspection and Test Procedure for:-
  - (i) Manufacture and quality control procedure.
  - (ii) Field activities.
5. System of handling and storage.
6. System of quality audit.
7. System of maintenance of records.
8. For the purpose of obtaining ' On Account Payment ' (See para 1.3.9), the Contractor shall submit along with the invoice, the documents indicated in the Prescribed Quality Assurance Standard which should inter alia cover the following as may be applicable in each case.
  - i) Material test reports on raw materials used.
  - ii) Material type and routine test report on components specification.
  - iii) Inspection plan with reports of the Inspection plan check points.
  - iv) Routine test report.
  - v) Factory test results as required under the specification.
  - vi) Quality audit report including test check report of Railways representative if any.

**14. CRANES:**

One crane of adequate capacity with a jib of requisite length will be provided by the Railways, for use in a work-train for mast erection by the Contractor, free of all charges including pay and allowances of the crew and all running expenditure will be borne by the Railways. Extra cranes required for additional work trains may be provided to suit the needs of the progress of work if considered necessary by the Railways.

"Road crane for handling heavy materials at the Contractor's depot will be arranged by the Contractor who will also arrange his own crew for its operation and maintenance. All charges including pay and allowance of the crew and all running expenditure will be borne by the Contractor. However, in exceptional cases where the Railways is satisfied that it is not feasible for the Contractor to arrange a road crane himself, the same may be made available to the contractor on hire basis depending on its availability with the Railways on mutually agreed terms and conditions.

It may, however, be noted that if the road crane required by the contractor is not available with the Railways or if the Railways decides not to supply the same be that for whatever reason, the Railways shall not be bound to arrange for the supply of the road crane nor will this fact be accepted as an excuse for delay in execution of works."

**15. WORK TRAINS**

(a) The Railway will provide work trains to the Contractor for erection of mast and portal structures and stringing of conductors only. For distribution of foundation materials enroute, no work train will be provided and, therefore, the Contractor shall have to make his own arrangement for carrying such materials by road transport. However, in case of locations inaccessible by road, if work trains are required by the Contractor, the same will be made available on payment at the rate of Rs. 6,000/- per work train per day. This rate will be applicable for an effective traffic block period of one and a half hours or more on each day. The charges will be reduced pro-rata if the effective traffic block hours actually provided in a day are less than one and a half hours. The running time to and fro from the depot to the work site or time required for loading at the depot shall not be reckoned for the purpose of this charge. The minimum number of wagons to be provided for work train for distribution of foundation materials will be 4 (four)(in 4 wheeler units) except in unavoidable circumstances. However, no reduction in charges will be allowed if the number of wagons falls below 4 in such cases. Work trains may be used for transport of materials other than foundation materials from the depot to another location/ work site only to the extent necessary. The work trains shall not be used for erection of small parts steel works, installation of droppers, adjustment of OHE or solely for transport of labour to the site of work. The number of work trains will ordinarily be provided for the work.

**(b) COMPOSITION OF WORK TRAINS AND EQUIPMENTS TO BE INSTALLED.**

The work trains provided by the Railways would consist of wagons open or covered wagon under frames, coaching stock withdrawn from service, brake van/s and



locomotive, to the extent available for the work. The Contractor shall indicate the equipment and super structure he intends to provide on each work train he is planning to use. This equipment and super structure shall be supplied and erected by the Contractor at his own cost on the Railways' Wagons or Wagons under frames in accordance with drawings to be supplied by the Contractor and approved by the Railways. The Contractor shall submit detailed drawings of the work trains within two months from the date of issue of the Letter of Acceptance of Tender to enable the Railways to obtain approval from the competent authorities for the use of such work train, if required. The Contractor may utilize his own super structure and other tools and equipment already used by him in the previous groups.

**(c) CHARGES FOR THE WORK TRAINS:**

The work trains provided by the Railways, shall be free of all operating costs/charges to the contractor, inclusive of pay and allowances of loco and trains crew, running expenses for fuel, water, oil etc. and maintenance of loco and wagon under frames and running gear,. The Railways will not entertain complaints regarding non-availability of work trains, but such non-availability will be reasonable ground for extension of time.

**(d) EXTENT TO WHICH PERMITTED AND LIABILITY FOR EXTRA REQUIREMENTS.**

Work trains will be made available to the Contractor on the basis of the block hours indicated in Part - III per kilometre of track to be equipped in accordance with the final quantity of Items of Schedules for completing the work. The block hours for work trains shall be reckoned from the time, the track is placed at the Contractor's disposal, at the site of work for use of the train, to the time it is cleared by the Contractor. The running time to and from the work spot would be excluded from such reckoning. An amount of Rs.6,000/- per work train per day or part thereof shall be paid by the Contractor to the Railways for any extra period for which work trains are requisitioned by him and provided by the Railways, over and above that required to complete works on the above basis, unless the Contractor proves to the satisfaction of the Railways that the additional work trains days required by him are not due to any fault or negligence on his part. The extra work train days for the purpose of this para shall be computed by dividing the overall block hours for work trains used by the Contractor in excess of what is permitted, six ladder trolleys may be used simultaneously with work trains employed for stringing of overhead equipment or by themselves for dropper or adjustment of equipment. The use of these ladder trolleys shall not be taken into account for computation of overall block hours.

**(e) INTENSIVE USE OF WORK TRAINS:**

The work trains provided by the Railways shall be intensively used, they shall not be misused, under loaded and run unnecessarily. The Contractor shall fully co-operate with the Railways to see that the volume of work done by the work trains is commensurate with the expenses incurred on the work trains. Work trains shall be used to progress the work without gaps to the maximum extent possible. Work trains shall be moved out of block sections immediately the materials to be distributed are unloaded or the work completed even though the block period granted for the purpose is not over. Violation of these principles will entail withdrawal of the facility of work trains and Contractor shall not be entitled to any claim on this account.

**(f) CONTINUOUS USE OF WORK TRAINS:**

Work trains once supplied shall be used continuously. Whenever a work train is not required for a period of 3 days or more the Contractor shall be responsible to cancel the same by giving the Railways at least 3 days' notice in advance. If any train is subject to an idle period of a week at a time it is liable to be withdrawn. Trains or wagons if and when required for removal of spoil earth from the excavations in certain areas (especially yards/stations) will be placed by the Railways free of charge, at the Contractor's disposal.

**(g) PROGRAMME OF THE WORK TRAINS:** The Contractor shall submit a chart showing the tentative programme of work for the working of work trains for entire Siding within one month from the date of order to enable movement of diversion of traffic over the section to be planned well in advance.

(h) The Contractor shall submit his requirement of various types of rolling stock at least one month in advance of the date from which the work train would be required for his use.

**(j) LADDER TROLLEYS:** In addition to work trains, the Contractor may use light ladder trolleys on tracks for carrying out installation of droppers and adjustments of traction overhead equipment. The ladder trolleys shall not weigh more than 200 kg., and should be capable of being removed from the track easily and quickly. The detailed drawings of these should be submitted within one month from the date of issue of Letter of Intent/Acceptance of Tender to enable the Railways to obtain approval from the competent authorities for the use of such trolleys on tracks, if required.

(k) In order to minimize blocking the track for work material trains the tenderer shall consider the working conditions on the sections and assess use of alternative methods of construction on a part or whole of the work. He should submit clear proposals along with financial implications if any to the Railways for such special methods of saving of blocks that could be obtained along with reduction/redundancy of the facilities being provided by the Railway

**16: TRAFFIC BLOCKS :** (a) The Railways will make arrangements to obtain traffic blocks (hereinafter referred to as blocks) necessary for the running and operation of work trains and light ladder trolleys and track lorries for works to be carried out along or adjacent to the track. The Contractor shall, however, carry out maximum amount of work possible without block. Works such as grouting of traction masts, muffing, and erection of brackets shall invariably be done without blocks. Installation of droppers and adjustment of traction over-head equipment may also be permitted to be carried out with light ladder trolleys protected by banner flags in accordance with General and Subsidiary Rules of Indian Railway.

(b) Blocks will normally be granted any time during day or night to suit convenience of traffic operations, The Contractor shall equip himself to carry out all construction during night block also efficiently by suitable lighting equipment. The blocks granted will ordinarily be on one track at a time over a distance covered by one

or two consecutive block sections. In case of blocks to be granted after sunset, the Contractor will be informed at least 24 hours in advance.

(c) Block periods shall be counted from the time the track is placed at the Contractor's disposal at the work spot till it is cleared by the Contractor. All blocks asked for and granted shall be reckoned. If by the contract completion date the total reckoned period of block works out to less than the specified number of block hours per kilometer of single track to be equipped, the Contractor shall be eligible for corresponding extension of time for completion of the work.

(d) Blocks will normally be granted for work trains or for carrying out other work, in one block section except, when the work overlaps two adjacent block sections, blocks will be granted over both the blocks sections. The contractor shall organise the various works so as to use fully the blocks granted to him. He shall ensure that none of the equipment obstructs at any time at any track for which he has not been granted a block.

(e) The contractor shall in consultation with the Railways submit a weekly block programme for works or for work trains 7 days in advance of the week for which the programme has been submitted. At the end of each week a comparison shall be made between the block periods asked for by the Contractor and that availed of by the Contractor, fractions of an hour in the total being ignored.

(f) Blocks will be subject to normal operating conditions and rules of the Railway. All formalities of exchanging private numbers etc. with the traffic control will be carried out by the Railways' staff and for this purpose the Railways will depute a representative for each erection gang, who will be responsible for imposing traffic blocks and also removing the same after men, material and equipment have been cleared by the Contractor from running tracks and the same declared safe for traffic by the Railways' representative in case of works involving safety of running tracks.

The protection required for block working i.e. flagmen, flags etc. shall be provided by the contractor. Competency for the above shall, however, be given by the Railway authorities.

(g) Blocks required for carrying out works necessitated by the thefts, pilferage, accidents or such other incidents, shall be granted by the Railways over and above the normal requirements of block and shall not be counted for the purpose of para 15(d) or 16(c).

**17: DEFAULT AND DELAY** The contractor shall execute the work with the due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any responsible orders given to him in writing by the Railways' Engineer in connection with the work or contravene the provision of the contract or the progress of works lags persistently behind the time schedule due to his neglect, the Railways shall be at liberty to give **seven day's notice in writing to contractor** requiring him to make good the neglect or contravention complained of and should the contractor fail to comply with the requisitions made in the notice **within seven days**

from the receipt thereof, it shall be lawful for the Railways to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of the Railways. The performance guarantee and security deposit may be encashed in such cases.

**18. LOSS SUSTAINED DUE TO DEFAULT AND DELAY**

(a) In the event of any loss to the Railways on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of para 1.2.29, the contractor shall be liable to reimburse the loss to the Railways without prejudice to the other rights and remedies of the Railways, and the reimbursement in full or in part as the case may be, shall be met, at the option of the Railways from out of all or any of the following sources, viz:

(i) Any amount due any payable to the contractor by the Sr.DEE/TRD/HYB (Railways) on any account whatsoever,

(ii) The contractor's Security Deposit in the hands of the Railways as far as available; and

(iii) Any other assets whatsoever of the contractor.

(b) In the event of reimbursement from out of sources (i) and/or (ii) above-mentioned the Railways shall have the right of appropriation suo-moto.

**19. CORRECTNESS OF WORK AND MATERIALS**

(a) The contractor shall be solely responsible for the correctness of the position, levels and dimensions of the works according to approved drawings, notwithstanding the fact that he may have been assisted by the Railways or his men in setting out the same.

(b) If any dimension figured upon a drawing differs from that obtained by scaling the drawing the figured dimension should be normally taken as correct, unless it is prima facie mistake. But all such cases shall be brought to the notice of the purchaser's Engineers and the discrepancy set right before execution.

**20. CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:**

All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The Railways' approval will be based on these consideration, notwithstanding approval communicated by the Railways, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipment after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall rest with the Contractor unless the Railways insists on adoption of his own designs in spite of the Contractor not being agreeable to it.

The Contractor shall be responsible for and shall bear, and pay the costs for any alteration of works arising from any discrepancies, errors to omissions in the designs

and drawings supplied by him, whether such designs and drawings have been approved by the Railways or not.

**21. ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENT:**

The Railways may require additional installations or modifications to be carried out on the work he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the contract has been put into commercial service. Further it may be necessary and expedient to energize over head equipment which has been completed and finally adjusted in portions in yards. This will necessitate erection of new equipment in the vicinity or joining energized equipment. In case the prices for such additional works or modifications are not covered by the schedule of prices and are such that either party considers additional prices for such works justified, such additional works or modifications shall be carried out, only after the additional prices proposed by the Contractor are accepted by the Railways. In case additional installations or modifications are required to be carried out under this para, the Railways shall grant a reasonable extension of time, should it be necessary.

**22. COMPETENT SUPERVISORS:**

a) The erections of all equipment according to the specifications will be done by the Contractor at his cost. For this purpose, the Contractor shall employ competent representatives to supervise the erections of the equipment and the carrying out of the works at all stages. The said representatives shall be present at site during working hours and any written orders or instructions which the Railway engineers may give to the said representatives of the Contractor shall be deemed to have been duly given or communicated to the Contractor. The said representative shall acknowledge any instructions given in SITE ORDER BOOK and other registers maintained by Railways' engineer(s).

The names and qualifications of the supervisors shall be submitted to the Railways before start of the work.

b) The Contractor or his representative will accompany the Railways' engineers on inspection or proceed to their offices whenever called upon to do so.

c) The Contractor's representative shall give the necessary direction to his workmen and ensure that they execute their work in sound and proper manner. He shall employ only such supervisors, workmen and labours for the execution of any of the works as are careful and skilled in their respective trades and callings. If and whenever required by the Railways' Engineer the Contractor shall submit a correct return showing the name of all personnel employed by him for the contract. In the event of the Railways' Engineer being of the opinion that the Contractor is not employing a sufficient number of the competent staff as is necessary for the proper execution of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff as advised by the Railways' Engineer.

**Railway Board Letter No. 2012/CE-I/CT/0/20, dt. 10-05-2013**

Sub : Modification of Clause 26 and introduction of New Clause 26A to IR's General Conditions of Contract (GCC) on the subjects of 'Provision of efficient and competent staff at work sites by the contractor' & 'Deployment of qualified engineers at work sites by the contractor' and related instructions.

Ref : (i) Railway Board's letter no. 81/WI/CT/t6 dated 18.03.1983.

(ii) Railway Board's letter no. 2007/CE-I/CT/18 dated 30.06.2009.

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**Clause 26 to IR's General Conditions of Contract deals with the provision of "Efficient and competent staff at work sites by the contractor". Railway Board have reviewed the clause and other instructions on the subject of Deployment of qualified engineers at work sites by the contractors, as issued vide Railway Board's Letter no. 81/W1/CT/16, dated 18.03.83 and no. 2007/CE- I/CT/18, dated 30.06.09.**

**Since long period has passed when the existing limits of penalty for non-deployment of engineers were prescribed, Railway Board, after review and examination of the matter, have approved revised instructions as under in continuation to and in reference to Clause 26 to GCC. Accordingly, it has been decided to re-word Clause 26 on the subject of 'Provision of efficient and competent staff at work sites by the Contractor' and to incorporate new Clause 26A on the subject of 'Deployment of Qualified Engineers at work sites by the Contractor' in IR's GCC.**

1. In terms of provisions of new Clause 26A.1 to the General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work :

- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and
- (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh, but less than Rs. 200 lakh.

**Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3 above, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para 3(a) and 3(b) above respectively.**

Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing.

2.

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Railway Board Letter No. 2012/CE-I/CT/0/20, dated 10.05.2013.

Addendum & Corrigendum Slip (ACS) to Indian Railways General Conditions of Contract (GCC)

Clause 26 to GCC -Provision Of Efficient And Competent Staff at Work Sites by the Contractor

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

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

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

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

26.1The 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.

26.2The 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.

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 labor 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.

## **EPF & MP ACT and Disaster management**

### **PROVISION OF EPF & MP ACT, 1952.**

The contractor shall comply with the provision of EPF & MP Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above Act and Rules. Contractors to get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway contractors. The first month's bill will be released only after code number is taken from the PF office and a copy of coverage intimation produced. Subsequently for each month, bills will be released only on submission of challans & 12A. Monthly return copy in proof of remittance of PF dues for every month.

### **DISASTER MANAGEMENT**

In case of accidents / natural calamities involving human lives, the Railway administration can draft vehicles and equipments of the contractor however, for payment purpose; the item will be operated as additional NS item duly negotiating the rates.

### **23.WORK BY OTHER AGENCIES:**

(a) Any other works undertaken at the same time by the Railways or the Railway direct or through some other agencies at the same time or section where the Contractor is carrying out his work will not entitle the Contractor to prefer any claim regarding any delays or hindrances, he may have to face on this account but the Railways shall grant a reasonable extension of time to the Contractor. The Contractor shall comply with any instruction which may be given to him by the Railways in order to permit simultaneous execution of his own works and those under taken by other Contractor or the Railway without being entitled on this account to any extra charge.

(b) The Contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains etc. But the Railways shall grant a reasonable extension of time to the Contractor.

(c) The Contractor shall take note that owing to works being carried out by the Railways and other there may be breaks in the continuity of the locations for work owing to works such as track remodeling being undertaken. But the Contractor shall not be entitled to claim any extra payment on account of such breaks. However, such breaks in the continuity of work would be reasonable ground for extension of completion date/s for the work.

(d) In case The Railways is unable to supply materials to the Contractor as specified in the contract, in time, the Contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in supply will be reasonable ground for extension of completion date/s for the work.

(e) In cases where the lines to be electrified are not in their final position, the Railways will furnish the remodeling plans for such lines to the Contractor and/or peg out the



altered or remodeled position of the tracks to be electrified to enable preparation of designs and assessment of quantities of components required for the work. However, the Contractor may not undertake fieldwork on such track till they are in final position. The Contractor shall not be entitled to any compensation in case of delay in such remodeling work, but the Railways will grant a reasonable extension of the time for completion.

(f) In course of checking the overhead equipment layout plans, the Contractor shall prepare a list of infringements, if any exist, and advise the Railways in time. The Railways will arrange for removal of these infringements. If the infringements are not within limits, the works, which will be carried out by the Railways, are detailed below.

- (i) Alterations of slewing of tracks to accommodate traction structures of overhead equipment or to suit the Railways requirement.
- (ii) Alterations to over bridges, tunnels, foot over bridges and Irrigation troughs, raising of bridges or troughs, or lowering of track to give sufficient clearance for overhead equipment
- (iii) Protection at over bridges to prevent accidental or malicious interference with overhead equipment.
- (iv) In cuttings, any work necessary to provide clearance for traction structures.
- (v) At viaducts and bridges, any alterations required enabling traction structure to be accommodated.
- (vi) Alterations to station buildings signal gantries, signal cabins and other similar constructions, which may be required for erection of overhead equipment, with requisite electrical clearances.
- (vii) Removal of signal, telegraph, power lines and guys to enable overhead equipment to be erected, with requisite electrical clearances.
- (viii) Any blasting work required for excavation in rock other than for foundations.
- (ix) Any rail strapping or other similar work/s necessary for the installation of track structures and overhead equipment on bridges and over bridges.
- (x) Any special steelwork and fittings for attachments portals on steel girder or other bridges, or for attachment to other non-traction structures of the Railway for carrying or anchoring overhead equipment conductors.
- (xi) Dismantling and drilling of piers of bridge sand walls, supply and grouting of dowel pins or holding down bolts, in the piers of bridges or walls.
- (xii) Clearing the way and removing all infringement for erection of 25kv feeder lines from grid substations.

**Note:** Chopping/trimming of tree branches required for erection of overhead equipment shall be done by the Contractor. At least two meters clearance should be available between the nearest OHE structure/component and tree branches. No extra cost will be payable for this work to the Contractor.

(g) In the course of checking layout plans and general arrangement drawings for switching stations, the Contractor shall prepare a list of infringements if any exists, and advice the Railways in time. The Railways will arrange for removal of these infringements at his own cost.

#### **24. ACCESS TO WORK SITE:**

a) Access to the site for the purpose of this contract shall be afforded to the Contractor by the Railways at all times. In the execution of the work no person other than the Contractor or his duly appointed representative or approved sub-Contractor and bonafide workmen should have access to the site. Access to the site of work at all times shall be allowed by the Contractor to officials or approved representatives of the Railways or to Railway staff for purpose of maintenance.

b) The Railways or his authorised representative shall have the right to refuse admission to the work site of any person employed by the Contractor whom the Railways or his Engineer may consider undesirable.

c) The Railways or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/Representative, approved sub-Contractor's Agent / Representative, approved sub-Contractor's supervisors, workmen or labourer for execution of this contract on the ground of misconduct, incompetence or negligence. The Contractor on receipt of notice of such objection in writing from the Railways or his engineer shall forthwith remove the person so objected to and provide in his place any other competent person and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The Railways will not be liable to pay any cost or damage on this account.

**25.INFRINGEMENT OF PATENTS:**

(a) The Contractor is forbidden to use any patents or registered drawings, process or patterns in fulfilling his contract without the previous consent in writing of the owner of such patents, drawings, patterns or trade mark, except where these are specified by the Railways himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Railways of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.

(b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Railways the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the competent parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Railways, he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature, which he may suffer e.g., in the case of attachment because of counterfeiting.

(c)**INDEMNIFICATION BY CONTRACTOR :** I the event of any claim or demand being made or action being brought against the Railways for infringement of letter patent in respect of any equipment, machine, plant, work or thing used of supplied by the Contractor under this Contractor in respect of any method of using or working by the Railways of such equipment, machine, plant work or thing, the Contractor shall indemnify the Railways and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Railways shall notify the Contractor immediately any claim is made and that the

Contractor shall be at liberty, if he so desires with the assistance of the Railways if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such equipment, machine, plant, work or thing, shall be used by the Railways for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

## **26. INSURANCE:**

(a) The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Railways at common law or under any statute in respect of accidents to persons who shall be employed by the Contractor in or about the site of the Contractor's offices for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Railways and if he so requires in his name.

(b) **INSURANCE OF MATERIALS AND INSTALLATIONS:** The Contractor shall take out and keep in force a policy or policies of insurance for all materials in storage and traction installations excluding foundations under erection and/or erected until such materials and installations are provisionally handed over to the Railways. For this purpose, the traction installations in a section shall be deemed to have been provisionally handed over, when a provisional acceptance certificate is issued for the section or the traction installations in the section are commissioned or on the expiry of three months after installations are given ready in all respect for handling over whichever is earlier for commercial use. The Contractor shall not be liable for losses, damages to equipment erected, in the course of erection or in store at the Contractor's depot, in consequence of mutiny or other similar cause over which the Contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Railways and if required by the Railways, be made good by the Contractor, at the cost of Railways.

**Note:** It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railways. The contractor shall keep the policy/policies current till the installations are provisionally handed over to the Railways. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the Railways, for which the cost of the premium will be recovered from the contractor.

(c) The Contractor should, however, insure the store brought to site, against risks in consequence of water and invasion, as required under the Emergency Risk (goods) Insurance Act in force from time to time.

- (d) The Contractor shall take out all insurance cover in connection with this contract with the General Insurance Corporation of India or its subsidiaries.
- (e) For purpose of enabling the Contractor to take the insurance cover in connection with this contract, the Railways will advise the approximate price of the entire Railway supply

materials before the same are handed over to the Contractor at his depot. However, the recovery in case of shortage of such materials

## **27. ACCIDENTS:**

(a)The Contractor shall, in respect of all staff engaged by him or by his sub-Contractor, **INDEMNITY** and keep the Railways at all times indemnified and protected against all claims made and liabilities incurred under 'workman's compensations Act', the 'Factories Act' and the 'Payment of Wages Act' and rules made hereunder from time to time or under any other labour and industrial legislation made from time to time.

(b)The Contractor shall indemnify and keep the Railways indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with, any death or injury sustained by the any person or persons within the Railway premises and any loss or damage to Railway property sustained, due to the acts or omission of the Contractor, his sub Contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the workmen's compensation Act, or Fatal Accident Act or any other statute in force for the time being.

(c)The Contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the Contractor and further the liability of the Contractor will be limited to Rs.25 lakhs for any one accident.

(d)The Contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to railway accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installations are provisionally handed over to the Railways.

(e)**CLEARING DAMAGED INSTALLATIONS:** The Contractor shall at his cost arrange for expeditious clearing of the railways track/s of traction installations obstructing or fouling the track/s when they are damaged as a result of railway accident or any other cause, upon the oral/telephonic/written instructions from the Railways's representative, until installations are provisionally handed over to the Railways. If the Contractor fails to clear the tracks expeditiously and within reasonable time, the Railways will arrange to clear the track/s or the damaged installations and recover the expenses incurred from the Contractor, if during such clearance operations further damage is caused to the installations, the Railways is not liable to reimburse the Contractor the cost of such further damage in the installations.

(a) The Contractor shall arrange for temporary slewing of over head equipment for crane operation for derailment of rolling stock due to accidents for which the Contractor is not responsible, if required by the Railway or the Railways, at the cost of the Railways until the installations are provisionally handed over to the Railways. If the Contractor fails to slew the overhead equipment within reasonable time the Railways will arrange to slew the equipment and recover the extra expenses, if any incurred from the Contractor. After the crane operations are completed, the Contractor shall restore the overhead equipment to its normal positions

NOTE for sub para (d) & (e): For the works mentioned in (d) and (e) above the Contractor will be granted blocks and work train/s will be made available to him over and above the normal requirements of blocks and work train(s)

## **28. CONTRACTOR'S LIABILITY FOR COSTS AND DAMAGES:**

(a) **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 Railways shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the purpose aforesaid, the Railways shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have 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 amount or if no security has been taken from the Contractor, the Railways shall be entitled to withhold and have lien to retain to the extent of such claim amount or which at anytime thereafter may become payable to the Contractor under the same Contractor any other department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract the sum of money or monies so withheld or retained under the lien referred to be the Railways till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is 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 or any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. If the Contractor is a partnership firm or a limited company, the Railways shall be entitled to withhold and also have lien to retain towards such claimed amount or amounts in a whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

(b) **Lien in respect of other Contract:** Any sum of sums 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 Railways 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 Railway or any other department of the Central Government.

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

## **29. SAFETY MEASURES:**

(a) The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then conform to the rules and regulations of the Railway. If and when, in the course of the work there is likely to be any danger to persons in the employment of the Contractor due to running traffic while working in the Railway siding and premises, **the Contractor shall apply in writing to the Railways to provide a railway representative. Necessary flagmen or look out men for protection of such persons shall be arranged by the contractor.** The Railways shall remain indemnified by the Contractor in the event of any accident occurring in the normal course of work, arising out of the failure of Contractor or his men to exercise reasonable precaution at all places of work whether or not the Railways decides to post railway representative at any particular site of work. The contractor to arrange necessary banner flags, flags and whistles.

(b) Blasting of rock for foundation work shall be done only after due notice is given to the Railways and time/s and date/s for blasting operations agreed to by the Railways. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Railways' flagmen on duty take necessary steps to protect trains and the track is adequately protected by the Contractor against damage by blasted rock.. The Contractor shall follow detailed instructions, which will be issued to him regarding blasting operations in the vicinity of tracks.

(c) During stringing operations every care shall be taken to prevent conductors hanging low over tracks on which traffic block has not been given. All conductors shall be pulled out before traffic block is cleared so that such conductors do not infringe with moving traffic.

(d) Ladder trolleys shall be used with caution. They shall not be put on tracks until the Railways' flagmen are on duty to protect the trolleys and the Railways' representative authorizes in writing for the trolleys to be put on the tracks. Ladder trolleys shall be promptly removed on instructions from the Railways' representative and well in advance of trains. No claims shall rest on the Railways in the event of a ladder trolley being run over by train. The Contractor will provide the flagmen for the above job.

The Ladder Trolleys shall be kept away from the track, after maintenance or construction work, laid in horizontal position, locked at a manned level crossing or OHE Depot. It should not be kept in vertical position, in order to avoid falling of the same towards the track due to any reason or without being locked to a fixed structure sufficiently away from the track.

(e) The Contractor shall abide by all Railway Regulations including General & Subsidiary Rules in force for the time being and ensure that his representatives, agents or sub-contractors or workmen follow the same. He shall give due notice to his employees and workers about provision of relevant paras of the regulations. These regulations can be seen in the office of the Engineer and/or Railway Headquarters office.

(f) While working within stations limits, especially on passenger platforms, the Contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed, with a view to avoid any accident to public or to Railway staff.

(g) The works must be carried out most carefully without any infringements of the Indian Railway Act or the General & Subsidiary Rule in force on the Railway, in such a way that they do not hinder Railway operation or effect the proper functioning or cause damage to any railway equipment, structure or Rolling Stock except as agreed to by the Railways, provided that all damages and dis-figuration caused by the Contractor to any railway property must be made good by the Contractor at his own cost failing which cost of such repairs/damages or detentions shall be recovered from the Contractor.

(h) If safety of track or track drainage etc. is affected as a consequence of works under taken by the Contractor, the Contractor shall take immediate steps to restore normal conditions. In case of delay, the Railways shall, after giving due notice to the Contractor in writing, take necessary steps and recover the costs from the Contractor.

(i) Moreover, if any time the works to be carried out directly concern the safety of trains, the Contractor's staff must comply fully with the Railway regulations given to him by the authorised Railway staff. The Contractor's employees and workers may for no reason operate on installation concerning train safety or train movement. They shall notify the authorised representative of the Railways who will take all necessary steps in this regard.

(j) The Contractor shall be responsible for safe custody of all equipment till provisional acceptance.

(k) The Contractor liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by the bad design, workmanship, materials or negligence on the part of the Contractor and further the liability of the Contractor will be limited to Rs. 25 lacs for any one accident.

(l) The Contractor shall ensure that unauthorized, careless or inadvertent operation of switchgear, which may result in accident to staff and / or damage to equipment, does not occur.

(m) The Contractor shall abide by all instruction issued by the Railways from time to time in connection with protection/safety or tack/Railway installations/personnel as well as quality control.

(n) The Contractor should not leave the excavated pits unfilled overnight. Due to any reason if it becomes necessary to leave the pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of the Railways' representative.

(o) The following Safety Precautions are required to be taken and complied with strictly by the Contractor, in addition to the above:

i) When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorised Railway Representative only.
ii) During the execution of the work, the contractor or his representative shall not leave the site where the works is being carried out. At the site of work, the contractor shall always make available his experienced and competent representative who shall be approved by the Railway Administration and who shall be invested with the adequate powers by the Contractor so that orders or instructions given to the said representative by the Railway Administration in writing or otherwise could be considered as duly given or conveyed to the contractor himself and the same will be complied with by the Contractor's representative. Representative of the Railway will check up the work from time to time.
iii) The Contractor shall not allow any road vehicle belonging to him or his suppliers etc., to ply in Railways land next to the running line. If permitted by the Railway Administration for execution of certain works such as supply of ballast, sand, casting of foundation, erection of mast etc. near railway track, the following precautions must be taken by the Contractor in the presence of Railway' Representative.
The road vehicles will ply only between sun-rise and sun-set.
B) Nominated vehicles and drivers will be utilised for work in the presence of atleast one flagman and one Contractor's Supervisor certified competent for such work.
C) The vehicles shall ply 6m. clear of track. <u>Any movement / work at less than 6 m. and upto minimum 3 m. clear of track centre shall be done only in the presence of Railway employee authorised by the Engineer.</u> No part of the road vehicle will be allowed at less than 3.5m. from the track centre. Cost of such Railway employee shall be borne by the Railway.
D) The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear full cost of all damages to his equipment and men and also damages direct or indirect, to Railway and its passengers for detention of trains.

(p) All the s of the work including those to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, shall be carried out under the supervision of an authorised Railway Representative deputed by the concerned Engineer –in-charge.

q) In case the Contractor carries out any work such that it causes or has potential to cause any accident/derailment of a loco or a train or in case of a mast hitting the loco or in case a OHE/PSI mast left on track or near the track within 3.5 metre of centre of nearest railway track, then in addition of Railway taking legal action against the Contractor and recovering damages from the Contractor for damage to Railway's equipment like loco, trains, or for detention to Railway traffic etc, or to Railway passengers & staff, then the contract shall be terminated forthwith at risk and cost of the Contractor with forfeiture of Security Deposit and difference in cost between



execution of balance work by another agency and that quoted by the Contractor being recovered from the Contractor. He is also liable to be black-listed for further contracts with the Railway.

(r) No part of the contract including labour sub-contract will be sub-let to any other contractor or agency by the Contractor without approval of tender accepting authority.

(s) Terms & conditions of contract not covered by the Special Conditions of Contracts will be same as General Conditions of Contracts of S.C.Railway, a copy of which can be seen in the office of Sr.DEE/TRD/Hyderabad. In case of any contradiction between the General Conditions of Contract and Special Conditions of Contract, the latter shall prevail.

### **30. RECOVERY FOR DELAY IN COMPLETION:**

If the Contractor fails to execute and complete work within the time specified in the agreement or within the period of extension granted except in so far as the delay is on the Railways account, the Contractor shall accept reduction in the total amount payable to him by the Railways as per G.C.C. clause for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract. Such reduction shall be accepted by the Railways in full satisfaction of the Contractor's liability arising from delay only. This recovery for delay in completion will be applicable separately for each stage of completion of overhead equipment, switching stations or booster transformer stations when two or more stages of completion are specified in the contract. The General Manager or his successor shall at his sole discretion specify a time limit within which the unfinished portion of the work shall be completed after serving on Contractor a notice of the Railways' intention to effect the said recovery. In the event of failure of the Contractor, the Railways shall at liberty to take action

### **31. DEFECTIVE EQUIPMENTS TO BE CHANGED:**

(a) Notwithstanding the issue of provisional Acceptance Certificate and partial or full use of any equipment if the completed equipment, or any portion thereof before it is finally taken over at the end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the contract, and/or its purpose the Railways shall normally give the Contractor prompt notice setting forth the particulars of each defects or failure and the Contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by the Railways' Engineer, at his own cost in all respects to make it comply satisfactorily with the said requirements, should the Contractor fail to do with in a reasonable time the service of the said notice upon him or should time not permit of service of such notice, the Railways may repair or reject, and replace the whole or part of such defective equipment as the case may be, at the cost of the Contractor. The Contractor's full liability under this clause shall be satisfied by the payment to the Railways of the extra total cost, if any, of such replacement delivered and erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Railways under the provisions above mentioned for such replacement and the Contractor price for the plant so replaced, plus the sum, if any, paid by the Railways to the Contractor in respect of such defective equipment. Should the Railways not so

replace the rejected equipment within a reasonable time, the Contractor's liability under this clause shall be satisfied by the repayment by the Contractor of all moneys paid by the Railways to him in respect of such rejected equipment. Rejected/defective materials shall be returned to the Contractor to the extent possible.

(b)Provisions of this para will apply only in respect of the equipment and components supplied by the Contractor or his sub – Contractor.

**END OF TENDER DOCUMENT**

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