



TENDER NO.L-Open-26-27-07

Name of Work:- Improvement of lighting arrangement at LC gate over Sonpur Division.

Issued by:

Sr. Divl. Electrical Engineer/G
East Central Railway
Sonpur

Cost of tender paper: 0.00/-

**East Central Railway
Electrical Department
Tender No.L-Open-26-27-07**

Divl. Railway Manager Electrical (General), East Central Railway, Sonpur invites open e-tender, from Technically and financially sound firms, for the work: **Improvement of lighting arrangement at LC gate over Sonpur Division.**

S. No.	Topic	Content
1	Approximate Cost	Rs. 78,37,344.26/-(Rs. Seventy Eight Lakhs Thirty Seven Thousand Three Hundred Forty Four Rupees & Twenty Six Paise only.)
2	Earnest Money	Rs. 1,56,800.00/- (Rs. One Lakh Fifty Six Thousand Eight Hundred) only. Cost of Earnest money has to be deposit in the mode of electronics mode of transfer.
3	Date, Time of submission of Tender	16.07.2026 up to 12.00 Hrs.
4	Venue of Opening tender	Office of Sr. Divl. Elect. Engineer/G, East Central railway, Sonpur
5	Date & Time of Opening of Tender	At 12.30 hrs on 16.07.2026
6	Cost of tender paper	0.00
7	Period of completion of work	180 Days from date of issue of Letter of Acceptance
8	Validity of Tender/offer	60 days from the date of opening of tender.

1. Eligibility Criteria:

(i). 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:	<p>i. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>ii. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>iii. One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p>
b)	Similar work for “Improvement of lighting arrangement at LC gate over Sonpur Division.”	<p>i. Erection of LT or above voltage level distribution panels.</p> <p>ii. Erection & commissioning of LT or above voltage level line (over head or underground).</p> <p>iii. Electrification/Rewiring service buildings, bungalow and quarters.</p> <p>iv. Supply & erection of tower light.</p> <p>v. Lighting of station/Administrative building/Circulating area.</p> <p style="text-align: right;">Authority: CEE/ECR/HJP's,dtd.30.11.2006</p>

(ii) Financial Eligibility Criteria:

Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of 'V/N' or 'V' whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure- VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

- (iii) Contractor should have to be registered with Employee Provident Fund Organization (EPFO). It is mandatory for contractor to submit PF code provided by EPFO with their tender offer. Also each contractor has to submit "UAN" of their worker with their offer and have to mention in tender document. It is mandatory. Otherwise offer will not be considered for further action and your offer will summarily be rejected. (APO-III/SEE's letter no. -का/256/परिपत्र/सोन/2022, दिनांक 18.04.2024)
- (iv) As per CE/Works/HJP's letter no. ECR-HQOENGG(CONT)/0009/2025, dated 18.11.2025 **“The balance sheet and all other financial documents attested/certified by the Chartered Accountant (CA) to substantiate fulfillment of Financial Eligibility Criteria should be with UDIN, failing which the offer shall be considered as incomplete and will**

be summarily rejected without any further reference.”

(v) Electrical License and Supervisor's License:

The tenderer shall possess the valid Electrical Contractor's license and Supervisory License issued by any State/Central Govt. licensing board for the required voltage level or above with their tender paper. **Tenders without valid electrical contractor's license & Supervisory license will summarily be rejected.**

(vi) Below 50 lakhs of Advertised tender value/NIT, no Technical & Financial eligibility criteria will be applicable.

1.1 Payment Condition:

On account payment for supply of material will be made as per following percentage of contract rates for the various supplied items included in the contract shall be payable against the stage of work shown herein.

- (i) 70% of payment will be made after initial inspection and delivery at site in good condition.
- (ii) 30% of payment will be made after successful erection, testing and commissioning of work at site in successful condition.

-All invoices shall be accompanied by followings:-

- i. Contractor's challan.
- ii. Inspection certificate.
- iii. GST as applicable should be clearly shown in the challan.
- iv. Execution of Indemnity Bond if applicable.
- v. Certificate of current stationary taxes and duties.
- vi. Detailed entries for supply being made in the measurement book with signature of competent authorities.

a. Payment on Final acceptance certificate:

On expiry of guarantee period and issue of the final acceptance certificate of the entire installation, the security deposits will be refunded to the contractor after adjustment of any dues payable by the contractor.

b. Tax Deduction:

As per extent rule.

1.4 MEASUREMENTS

(a) Payment for field work shall be made in accordance with approved designs and drawings and measured in relevant units except where provided for or otherwise. In case the dimensions of the work are more than those shown in approved design and drawings. The Contractor will not be entitled to any extra amount unless dimensions were increased on account of Physical impossibility in carrying out the work in accordance with approved drawing and the work is accepted without being rejected payment will be made as per work actually done.

(b) The measurement shall be made generally in accordance with standard engineering practice and in conformity with the Explanatory note, if any.

1.5 General:

This chapter deals with the inspection and testing of equipment before and after installation and also of the erected system as per standard rules laid down in IE rules 1956 and various other specifications enclosed with the tender.

1.6 Inspection and Test:

a. Equipment's:

All the equipment's supplied by the contractor shall be accepted after due inspection and testing by the site engineer of the railway or his authorized representative. The rejected equipment's should be replaced before installation by the contractor.

b. Installations:

As soon as the installation is ready for inspection and testing, the contractor shall advise to purchaser in writing. Test will be carried out by the purchaser jointly with the contractor. These shall include the tests which the purchaser may like to conduct with a view to assure himself of the soundness of the equipment and their erection in compliance with these specifications testing equipment's such as these indicated below and staff required for the test shall be provided by the contractor free of charge.

- i. 500/2500/5000volts megger
- ii. Earth megger and accessories
- iii. Continuity test apparatus.
- iv. Others applicable measuring equipment/apparatus.

The contractor shall take full responsibility for these tests interalia and his other responsibilities.

- c. Visual inspection which shall include check for satisfactory workmanship shall cover all connection, painting, plastering, cleanliness of all components etc. and compliance with IE rules.
 - a. **Insulation:** The strength of insulation of the various items of equipment's cabling and of the entire installations whole shall be tested with 500/2500/5000 V megger as per latest IE rules.
 - b. Any other specified test for the satisfaction of the purchaser shall also to be conducted/arranged by the contractor at the site.

vii. 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 East Central Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel/organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-V.

****Note:-Vide Railway Board's letter no. 2022/CE-**

I/CT/GCC Correspondence dated 14.05.24 the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS because on IREPS Module a facility has already been created for online submission of Annexure-V.

It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of up to two years.
(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.
- (vii) Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.

viii. **Familiarization with site:-** Tenderers are advised to visit the site of work and familiarize themselves with site conditions and quantum of works in their own interest.

ix. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr. Divisional Electrical Engineer (G), East Central Railway, Sonpur for carrying out the work according to 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).

x. **Form of EMD:-** Tender must be accompanied by prescribed amount of earnest money in acceptable form as mentioned in the tender documents. Cost of Earnest money Deposit has to be paid in the mode of electronics mode of transfer.

xi. **Care in Submission of Tender:**

(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.

a(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to :

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

General Indemnity: Contractor here by agrees to indemnify and hold harmless she Indian

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

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law. **(New Para 6(a)(v), of part-I of GCC-2022) (Advance correction slip No.6 dt. 21.12.23)**

- a. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm/ Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership(LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. **(Clause 6.1of part-I of GCC-2022) (Advance correction slip No. 2 dt. 26.12.22)**

- xii. **Change in date of opening of tender:-**In case of date of opening is declared as holiday or is closed due to adverse conditions arising due to natural calamity/unavoidable circumstances the tenders will be opened on following working day at same time and venue.
- xiii. **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 no tenderer(s) shall demand any explanation for the cause of rejection of his /their tender or the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- a. 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.
- b. If the tenderer(s) expire(s) after the submission of his /their tender or after the acceptance of his /their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
- xiv. **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.
- xv. The tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual.
****Note:-Vide Railway Board's letter no. 2022/CE-I/CT/GCC Correspondence dated. 14.05.24 the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS because on IREPS Module a facility has already been created for online submission of Annexure-V.**
- xvi. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- xvii. **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.
- (a) For Zone contracts, awarded on the basis of the percentage above or below the applicable Schedule of Rates for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II .During the currency of the Zone Contract, work orders as per specimen form Annexures- III, for works not exceeding Rs. 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.
- xviii. **Submission of Tender:**
Tender paper may be seen on the website www.ireps.gov.in. No tender paper shall be sent by post.
- xix. **General condition of contract:**
The acceptance of the tender and execution of the contract shall be governed by the “**General Condition of the Contract**” (as amended up to date i.e. April 2022) and same where modified within these tender papers. The copy of the GCC shall not be supplied by the Railway and shall have to arrange by the contractor at his own source and cost.
- xx. **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 up on himself and provide for the risk of any error which

may subsequently be discovered and shall make no subsequent claim on account thereof.

1. Mode of inspection:

- (i) All the materials supplied by the contractors for execution of the work, should be got inspected and approved by the purchaser or his authorized representative at **FIRM/MANUFACTURER'S PREMISES** before they are fitted/commissioned and the certificate issued to this effect should be submitted to the office of Sr. Divl. Elect. Engineer/G/Sonpur. Before installation/ execution of work, all the materials should also got checked & approved by Sr.DEE/G/SEE or its representative.
- (ii) Before giving a call for inspection, the contractor must ensure that the work offered for inspection is actually completed. Non completion of this procedure will earn discredit for the contractor in as much to the same will be booked as a defect in the inspection report.
- (iii) Final call for inspection must be given at least 15 days before the proposed date of inspection. Measurement of works will be as per relevant part of the general condition of contract. Physical completion has to be ensured at least 15 days before expiry of completion date to avoid extension of completion period.

Departmentally taking over of an item of work to speed up progress:

Any work can be taken over departmentally. All materials as included in the schedule are primarily required to be supplied and erected by contractor. But for benefit of Railway item of work may be taken over fully or in part, as per decision of the Engineer of the Railway and the same will be deleted at a suitable date later on.

2.0 Bid Security:

Advance correction Slip No.11 dt 13.03.2026

- 2(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:

For all work	2% of the estimated cost of the work
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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 earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money 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. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document **before closing date** for submission of bids. **(i.e. excluding the last date of submission of bids)** (*Advance correction Slip No.5 dt 20.10.2023*)[Para 5(3) ii of GCC-2022]

- 2.2 It shall be understood that the tender documents have been sold/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 failed to observe or comply with the said stipulation; the aforesaid amount shall be liable to be forfeited by the Railway.
- 2.3 If his tender is accepted, this earnest money mentioned in sub clause 2.1 above will be retained as part security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of Contract.

The earnest money 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 any interest thereon.

- 2.4 The tender must be accompanied by Earnest Money deposited in cash through e-Payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority.
- 2.5 The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of Tendering 90 days) from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is /are permitted to tender in consideration of the stipulation on his/ their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer/Dy. Chief Engineer/Sr. Divisional Engineer of East Central Railway, Sonpur. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
- 2.6 If his tender is accepted the earnest money mentioned in sub clause 2.4 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 Earnest Money of other Tenderers shall, save as here in before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Earnest Money that may happen there to while in their possession, nor be liable to pay interest thereon.
- 2.7 Earnest Money of the unsuccessful tenderer /tenderer's will, save as here-in-before provided, be returned to the unsuccessful tenderer /tenderer's within a reasonable time, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
3. **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 /tenderer's shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
4. If the tenderer /tenderer's deliberately gives / give wrong information in his / their tender or creates / create Circumstances for the acceptance of his / their tender, the Railway reserve the right to reject such tender at any stage.
5. If the tenderer /tenderer's expire(s) after the submission of his /their tender or after the acceptance of his/ their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
6. **Partnership Deeds, Power of Attorney etc.:**
 - (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 etc. The tenderer /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) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:
 - (a) **Partnership Firm:** The tenderer shall submit (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry/Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
 - (iv) All other documents in terms of Para10 of the Tender Form (Second Sheet) above.
 - (b) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 11 of the Tender Form Annexure I (Second Sheet).
 - (c) **Company registered under Companies Act-2013:** The tenderer shall submit (i) the copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company; and (ii) A copy of

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

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

(i) A copy of LLP Agreement

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

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

(v) All other documents in terms of Para10 of the Tender Form (Second Sheet).

- (e) **Registered Society & Registered Trust:** The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/ Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.

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

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

7. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust 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 submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

8. Employment/Partnership etc. of Retired Railway Employees:

- (a) Should a tenderer 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 should a tenderer being partnership firm / company / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer or retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired officer as one of its directors or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take the employment under the Contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.
- (b) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the East Central railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

- 9. Participation of Joint Venture (JV) in Works Tender:** This Clause shall be applicable for works tenders wherein tender documents provide for the same.
- 9.1** Separate identity/name shall be given to the Joint Venture.
- 9.2** 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%.
- 9.3** 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.
- 9.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any Constituent member.
- 9.5** Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.
- 9.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).
- 9.7** Once the tender is submitted, the MoU shall not be modified / altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 9.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 9.9** Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 9.10** 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.
- 9.11** On issue of LOA (Letter of Acceptance), the members of the JV to whom the work has been awarded, shall form a legal entity if not already formed, which shall have the same shareholding pattern, as was declared in the MOU/JV Agreement submitted along with the tender. This entity shall be got registered before the Registrar of the Companies under 'The Companies Act -2011' (in case of Company) or before the Registrar/Sub-Registrar under the 'Registration Act, 1908' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. This Joint Venture Agreement shall have, inter-alia, following Clauses:
- 9.11.1** Joint And Several Liability-Members of the JV 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 JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 9.11.2** Duration of the Joint Venture Agreement –It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 9.11.3** Governing Laws-The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 9.12** Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members 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.

- 9.13** 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.
- 9.14** Documents to be closed by the JV along with the tender:
- 9.14.1** 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.
- 9.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed: A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- 9.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - (b) A copy of Memorandum and Articles of Association of the Company.
 - (c) 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.
- 9.14.4** All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- 9.15** Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:
- 9.15.1 Eligibility Criteria: Technical Eligibility Criteria ('a' or 'b' mentioned here under):**
- (a) For Works without composite components

The technical eligibility for the work as per Para 1.(i) above, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work.

- (b) For works with composite components

- (i) The technical eligibility for each component of work as per Para 1.(i) above, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of work.

OR

- (ii) The technical eligibility for major component of work as per Para 1.(i) above, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV' and technical eligibility for other components of work as per Para 1.(i) above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of work.

Note:

- (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.*

9.15.2 Financial Eligibility Criteria

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

V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure- VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

10. Participation of Partnership Firms in works tenders:

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

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

10.3 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.

10.4 Once the tender has been submitted, the constitution of the firm shall not 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 opening 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 EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening 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 General Conditions of Contract.

10.5 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.

10.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by Partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

10.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him/ them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim

(s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.

10.8 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.

10.9 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.

10.10 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 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.

10.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 11 above by the partnership firm:

11. Commencement of work:

The successful tenderer shall have to start the work within 10 days from the date of issue of letter of acceptance.

12. Completion time:

The work shall have to be completed within **180 Days** from the date of issue of Letter of Acceptance, failing which the Railway administration will be entitled to recover from the contractor the penalty according to the terms as laid down in Para 14 of this tender document.

- 13.** The executed work as covered in the contract should be guaranteed for trouble free operation for a period of **12 months** from the date of completion of work in all respect. Any defects due to faulty design, bad workmanship or use

Of inferior quality of materials, that maybe developed or be noticed during the period shall be repaired or replaced by the contractor free of cost at the site of works executed within the reasonable time.

The Railway administration shall be entitled to deduct from the security deposit the requisite amount for any loss or damage from the contractor, which the Railway administration may be put to for any reason or any act for default recoverable by the Railway from the contractor or to call upon the contractor to maintain deposit at its original limit by making further deposit. In the event of contractor failing to make and maintain a security deposit in the manner aforesaid, any money lodged with the tender by him will be liable to be forfeited, the Railway shall be entitled to cancel the acceptance of the tender. No cheque will be accepted for security deposit even if it is guaranteed by the Bank.

GENERAL OBLIGATIONS

- 1. Execution Co-Relation and Intent of Contract Documents:** The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment's and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- 2.(1)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2. (2)** If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Success or Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.
- 3. (1) Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to Regulations and Bye-Laws:** The Contractor shall confirm to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
- 4. Communications to be in Writing:** All notices, communications, reference and complaints made by the

Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e- mail on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail shall be recognized.

5. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
6. **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
8. **Assistance by Railway for the Stores to be obtained by the Contractor:** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavor to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.
9. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
10. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates there for.
11. **Use of Ballast Trains:** The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.
12. **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.
13. **Relics and Treasures:** All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.
14. **Excavated Material:** The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the

purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

- 15. Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

- 16.(1) Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or maybe recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/return of the already available Security Deposit is permitted upto two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

- (a) Final Payment of the Contract as per clause51.(1) and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause50.(1).

- 16. (2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

- 16.(3)** No interest shall be payable upon the Earnest Money and Security Depositor amounts payable to the Contractor under the Contract, but Government Securities deposited interms of Sub-Clause16.(4)(b) of this clause will be payable with interest accrued thereon.

16.(4)Performance Guarantee

The procedure for obtaining Performance Guarantee is out lined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated, the bidder shall be banned from submission of bids in any Works/Service Tender issued by Indian Railways for a period of 12 months from the date such banning done on e- platform IREPS. In case the tender is preferred in the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be banned from submission of bids in any Works/Service Tender issued by Indian Railways for a period of 12 months from the date such banning done on e-platform IREPS.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the

original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms *ACS-11dated13.03.2026

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII; *ACS-9dated09.01.2025

Note:

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

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Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 05% (inclusive)	Nil
Below 5%	5%

(b) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). Incase during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5%(five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways

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

(d) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.

(e) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of the GCC,

17. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contractor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

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

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

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

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

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

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

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NOTE:

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

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

shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

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

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice" any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) "Conflict of interest" (COI): any personal, financial, relationship between the bidder and any personnel

of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment procurement planning of the tender process in which he is participating;

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

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

i) If his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security;

b) Calling off of any pre-contract negotiations; and

c) Rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment of any other security or procurement; bond relating to the

c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a) Removal from the list of enlisted contractors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with Competition Commission of India; the

c) Initiation of suitable disciplinary or criminal proceedings against individual or staff found responsible.

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

EXECUTION OF WORKS

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

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

19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages

will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

- 19.(4) Setting out of Works:** The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.
- Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.
- 20.(1) Compliance to Engineer's Instructions:** The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) Extra Works:** Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.
- 20.(4) Separate Contracts in Connection with Works:** The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.
- 21. Instruction of Engineer's Representative:** Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:-
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22.(1) Adherence to Specifications and Drawings:** The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.
- 22.(2) Drawings and Specifications of the Works:** The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- 22.(3) Ownership of Drawings and Specifications:** All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.
- 22.(4) Compliance with Contractor's Request for Details:** The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.
- 22.(5) Meaning and Intent of Specification and Drawings:** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

- 23. Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
- 24. Damage to Railway Property or Private Life and Property:** The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
- 25. Sheds, Storehouses and Yards:** The Contractor shall at his own expense provide himself with sheds, store houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at anytime for the purpose of inspecting the stock of materials or plants kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forth with removed from the sheds, store houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipment's necessary for the execution of the works.
- 26. Provision of Efficient and Competent Staff at Work Sites by the Contractor:-**
- 26.1** The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & laborers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2** The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or laborer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3** In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.
- 26A. Deployment of Qualified Engineers at Work Sites by the Contractor:**
- 26A.1** The Contractor shall also employ qualified Graduate Engineer or qualified Diploma Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
- 26A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as maybe prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.
- 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' by the tender inviting authority."
- 27.(1) Work man ship and Testing:** The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.
- 27.(2) Removal of Improper Work and Materials:** The Engineer or the Engineer's Representative shall be titled to order from time to time:

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

- 28. Facilities for Inspection:** The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 29. Examination of Work before Covering Up:** The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default where of, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.
- 30. Temporary Works:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.
- 31.(1) Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 31.(3) Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub- Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- 31.(4)(a) Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.
- (b) Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.
- 32. Property in Materials and Plant:** The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
- 33.(1) Tools, Plant and Materials Supplied by Railway:** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub- contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the

works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2)Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as maybe specified in the special conditions or in a separate agreement for Hire of Plant.

34. (1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34. (2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34. (4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

34. (5)Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

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

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

(a) Provided for in the contract, or

(b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or

(c) Necessary for the safety of the works or any part thereof.

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

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

37. Rates for Items of Works:

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centering, scaffolding, shoring props, timber, machinery,

barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or maybe put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

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

- 38. Demurrage and Wharfage Dues:** Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.
- 39.(1) Rates for Extra Items of Works:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set for thin the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.
- 39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.
- 40.(1) Handing over of Works:** The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.
- 40.(2) Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

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

42.(1) Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alteration in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (d) Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

d.(i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earth work, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

CLAIMS

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

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

(a) **Measurement of Works by Railway:** The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work maybe measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not they shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below: It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

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

45(ii).Measurement of Works by Contractor's Authorized Representative (incase the contract provides for the same):-

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

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

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

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

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

(i) On first occasion of noticing exaggerated/ false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.

(ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of

claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.

Note:-Implementation of Contractor 'e'- Measurement Book ('e'-MB)

All contracts costing more than Rs.5crore, Contractor's e-MB is mandatory.

In exceptional cases, approval of DRM/PHOD/CHOD with finance concurrence may be taken, as the case may be.(Ref: Railway Board's letter No.2017/CE-I/CT/9 dtd. 31.05.2023)

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

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

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

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

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

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

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

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

48(3) Final Supplementary Agreement: After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is an unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as per Annexure XIV.

49. Approval only by Maintenance Certificate: No certificate other than maintenance certificate referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

50.(2) Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause(2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matters. i.e. Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii)(B) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

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

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of

- Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

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

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

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so with held or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

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

LABOUR

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

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

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

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

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

55. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

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

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

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

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

55-A. (5)In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a work man employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section

(2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

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

55-C (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been

developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. In the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on Shramik kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labors engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (iii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labors 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' till Month, Year."

55-D.Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made there to by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

56. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub- Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub- section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment's therein as well as charges for electric current, water supply and conservancy.

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

maintained in clean and sanitary conditions by the Contractor at his own cost.

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

59. (3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavors to(i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

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

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

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

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

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

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

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

60. (1) Non-Employment of Laborers below the age of 15: The Contractor shall not employ children below the age of 15 as laborers directly or through petty Contractors or sub-contractors for the execution of work.

60. (2)Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60. (3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renewal certificate or revoke certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60. (4) Medical Re-Examination of Laborer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

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

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at anytime should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

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

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

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

If the Contractor should:

- (i) Becomes bankrupt or in solvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contractor any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of Clause 8 of the Regulations for Tenders and Contracts.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 18.11 of Tender Form available in the Regulations for Tenders and Contracts.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an in corporate company elector nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
- (B) Fail to give at the time of submitting the said tender:
 - (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
 - (b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or
 - (c) Being a partnership firm, the correcting formation as to, whether any of its partners was such a retired Engineer or a retired officer, or
 - (d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or

- (e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.
- (f) Submits copy of fake documents/certificates in support of credentials, submitted by the tenderer.

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case maybe) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

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

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

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

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

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

SETTLEMENT OF DISPUTES—INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

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

the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

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

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

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

The conciliation proceedings shall be terminated:

By the signing of the settlement agreement by the parties on the date of agreement; or

- By written declaration of the conciliator, after consultation with the parties, to the effect that further effort at conciliation are no longer justified, on the date of declaration; or
- By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

Advance correction slip No.10 to GCC April 2022.

New Clause 64.(1)(i)(a), Part-II of GCC shall be read as under:-

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

New Clause 64.(1)(i)(b), Part-II of GCC shall be read as under:-

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

New Clause 64.(1)(i)(c), Part-II of GCC shall be read as under:-

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

New Clause 64.(1)(i)(d), Part-II of GCC shall be read as under:-

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

Clause 64.(3)(a), Part-II of GCC shall be read as under:-

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

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

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

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

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

Clause 64.(3)(b), Part-II of GCC shall be read as under :-

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

Clause 64.(3)(c)(i), Part-II of GCC shall be read as under:-

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

Clause 64.(3)(c)(iii), Part-II of GCC shall be read as under :-

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

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

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

Clause 64.(4), Part-II of GCC shall be read as under:-

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

Clause 64.(6), Part-II of GCC shall be read as under:-

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

Special condition of Contract

65.1 Scope:

This Chapter deals with the special condition of contract over and above the general conditions of contract, under which the various works coming under the purview of this contract are to be executed by the contractor. Where there is any conflict between instructions to tenderers and condition of tendering contained in Chapter –I and special conditions of contract contained in this chapter on the one hand and General Conditions of Contract (as amended up to April 2022) on the other, the former shall prevail.

65.2 Condition of contract:

In the event of a tender submitted by tenderer being accepted and the contract awarded to the tenderer the various works coming within the purview of the contract shall be governed by the terms and conditions included in the tender paper covering the following: -

- i) Instruction to tenderers and conditions of tendering as included in Tender document.
- ii) General conditions of contract amended up to April 2022.
- iii) Special conditions of contract as included in this Chapter.

65.3 Work to be done as approved:

The tender shall be finalized in consultation with the purchaser and approved before commencement of the work and the contractor shall be held responsible for the execution of the work in full compliance with detailed technical specifications, approved design and drawings and drawings modified at site by the purchaser's Engineer shall be treated as approved. However, such modifications shall be incorporated in the design and drawings and resubmitted for formal approval.

65.4 Quality of material:

All electrical work carried out shall also be of reputed make with best quality acceptable to the Sr.DEE(G)/ADEE (G), East Central Railway/Sonpur who shall have the power to reject the material or order for removal of any work done in his opinion is faulty or insecure and the contractor shall replace the same to his satisfaction.

65.5 Contractor organization:

- (1) Contractor should have 'valid Electrical Contractor license and Supervisory license of required voltage level from any state/Central Government Licensing Board'.
- (2) Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by the competent authority. Tenderer (s) who has/have not carried out any work so far on this Railway and who is/are not borne on the approved list of the contractors should submit along with his/their tender credentials to establish:-
 - (i) His capacity to carry out the work satisfactorily.
 - (ii) His financial status supported by Bank reference and other documents.
 - (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (3) The contractor shall arrange all tools & plants and facilities necessary for wiring, erection, commissioning, and testing of the equipment's in compliance with the specification at his own cost.

- (4) The contractor shall bring only materials, tools and plants and other accessories to the site of work, which is to be used in the execution of the contract. The contractor may store such materials tools and plants etc at site of work where suitable covered and open space would be made available to him free of charge. All these expense connected with the storage and safe custody of the materials etc shall be incurred by the contractor.

- (5) On completion of the work, the contractor shall handover the site of work completely cleared of all temporary structure, stores of refuse unless otherwise agreed to by the purchaser.

- (6) The contractor shall/will be responsible for transport of materials from source of supply to the site or work and for all losses and /or damage in the transfer of materials and for demurrage or warfage he may incur and no loss or damage for expenses incurred on this account will be reimbursed by the purchaser.

- (7) **Approval of Materials:** The samples of the materials shall be got approved before bulk supply and commencement of work. The materials to be supplied shall be from approved firm/Make & procured either from the firm or from their authorised dealer and shall be approved by Sr.DEE/AEE. The samples of approved materials shall be kept under the custody of Sr.DEE/AEE.

- (8) The contractor will submit the list of personnel involved for the execution of work. Quality of material and work shall be of acceptable level. In case of any default the contractor shall be reminded of the inadequacy in quality and if not complied with, they shall be subjected to penalty of normal amount to be deducted by AEE/Sr.DEE up to Rs. 1000/- per instance.

- (9) The contractor will supply the full purchase details like purchase voucher, catalogue and manufacturer's batch no., test certificate, warranty certificate if any etc. in respect of materials supplied by them. The contractor should submit the invoice/receipted challan, from where the materials have been arranged/supplied.
- (10) The contractor will submit a list of tools and plants available with them and as required for the execution of work.
- (11) Rly. may permit use of electricity by the contractor for the Rly. work on standard charge fixed by the Rly.
- (12) Progress of the work shall be submitted by the contractor on weekly basis to Sr.DEE through concern supervisors.
- (13) Necessary cable lay out, wiring scheme/diagram, illumination plan and other relevant drawings/schematic drawing etc. in three copies will be submitted by the contractor. One copy will be approved by Engineer In-charge (Sr.DEE) and returned to the contractor for execution. The contractor can start the work only after approval of the drawings.
- (14). After completion/commissioning of the work, final lay out drawings shall be submitted by the contractor in three copies otherwise these will be prepared by the Rly. at the cost of contractor.
- (15) Contractor or his representative shall daily meet AEE or SSE (in-charge) in the morning for planning the job to be done during the day. The Rly. has full right to insurant contractor to do the work again if the work is not done as per the advise/instruction/guidance of the supervisor (field) deputed for supervising the work on daily basis.
- (16) It will be the responsibility of the contractor to undertake stage inspection jointly by the field supervisors of Rly. or their representative and the supervisor of the contractor on daily basis. No work will be allowed to be done in absence of the contractor's nominated supervisor who has competency certificate issued by licensing board.
- (17) All works shall be done as per I.E. Rules 1956 and in accordance to General specification for electrical works of Pt.I& II.
- (13) All taxes as legally liable will be recovered from billed amount.
- (14) The party has to submit documentary proof for purchasing the materials from the original manufacturers mentioned in the Schedule for genuineness of the materials. No bill will be passed without that document.
- (15) The stage inspection will be carried out by the authorized representative of Sr.DEE/SEE in the premises of the original equipment's manufacturer before dispatch.
- (16) The system provides shall have warranty period of twelve months from the date of commissioning. Failure should be attended and rectified by the contractor within one month from the date of intimation to him. Failing this, failure shall be rectified by other party and the cost borne for this work will be deducted from the contractor's security deposit or contractor's bill from any work
- (17) Saddles for fixing conduit pipe (metal/non metal) will be of sizes confirming to IS 3837/76. Saddles shall be fixed at both ends. The length of the screw shall not be less than 40mm. Other accessories shall be confirm to relevant ISS.
- (18) Clamp for fixing conduit pipe (metal/non-metal) on girders & rail etc. shall be of MS duly painted having minimum thickness 4mm.
- (19) All cables & earth lead/continuity connection are to be properly terminated by using suitable sizes of lugs/socket, nuts & bolts (galvanized) and washers and for straight through jointing of cables, bottle lugs should be used in conjunction with heat shrinkable sleeve as insulation.
- (20) All cable connection in the switch board/junction box is to be made by cable connector size of junction box where connector is used shall not be less than 4"x6" or as per schedule.
- (21) The conduit and other materials should be of reputed make only.
- (22) Size of the PVC conduit (PVC conduit less than 20mm dia shall not be used in wiring)

<u>No. of cable run Size (outer dia)</u>	<u>Thickness</u>	
3	20mm	1.5mm
5	25mm	1.7mm
8	32mm	1.9mm
12	40mm	2.1mm

(23) Concern supervisors should maintain a work register and file containing planning to execute the Work strictly as per schedule and condition laid down in the note, inspection to work site, part of work carried out in presence of themselves, meggering of newly installed electrical installation will be done between conductor to conductor & conductors to earth and values should be noted and collect full purchase particulars like purchase voucher, technical leaflet (maintenance), manufacturer's batch no., test certificate regarding checking done on voltage test, frequency test, load test at 10% over load, temperature raising test, insulation test, earth resistance test etc. as per relevant IS & specification of the major items like

UPS, battery, stabilizer, D.G. set, transformer, H.T. panel, L.T. panel, LT OCB, submersible pump etc. & put up to Sr.DEE with M.B. at the time of contractor's payment.

(24) For wiring purpose hole should be made only by using drill machine and put seasoned teak wood plug of size 5cm long, 2.5cm square inner end and 2 cm square outer end in the hole and cemented into walls within 6.5mm of the surface and remainder being finished according to the nature of surface with plaster or lime punning.

(25) Any damage caused to the building as a result of execution of electrical works shall be the responsibility of the electrical contractors. The damage so caused shall be made good by the contractor promptly at their own cost to the entire satisfaction of the electrical engineer in-charge.

(26) While digging near to the track, the same has to be done carefully in order to avoid any possible chance of track sinking taking place as a result of this. All protection should be ensured for work under OHE. This precaution becomes more essential in rainy season.

(27) Strict adherence to the relevant provisions of the General Conditions of Contract' and the 'Special Conditions of Contract's pertaining to safety of both men and material not only of the contractor but also of the Railways.

(28) 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

(29) All defective/released bulb/tube/fittings etc. shall be removed after the execution of work at the cost of contractor.

(30) Watch & ward of the installation works shall be of the contractor's responsibility till the space finally handed over to the concerned department on completion.

(31) All rule and regulations are as per latest GCC-April-2022.

Signature of Contractor

EXPLANATORY NOTES ON SCHEDULE OF WORK

1. Wiring for light point/Fan point/Exhaust Fan Point/Call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switches, modular plate, suitable box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required. Make of Legrand, Siemens, L&T, Anchor, ABB, Havells, Crabtree, Benlo or similar make approved by competent authority.
2. Wiring for 5 pin 5 Amp. plug point with **modular switch** 1.5 Sq.mm FR PVC insulated Copper conductor single core multistrand cable in concealed/surface PVC heavy gauge conduit and earthing point with 1.5 sq.mm FR PVC insulated copper wire including supply & fixing of 5 pin, 5 Amp socket outlet , 5 amp switch. Piano type earthing the third/fifth pin etc. as required. The work shall be done as per CPWD Pt. I, manual(1972) for general specification of electrical work cable to be use of make KEI/ Finolex/Anchor/Polycab/ Havell's conforming to IS 694/97 of 1.1KV grade . Switch, JB, Ceiling rose etc .shall be of C&S/Anchor/ Kona/ Roma or equivalent superior make and fire retardant .JB/SB shall be with hylum sheet on top, Make:- Legrand, Siemens, L&T, Anchor, ABB, Havells, Crabtree, Benlo or similar ISI make approved by competent authority.
3. Supply, fixing, connection, and testing of 6 pin 16Amp. Modular socket with modular plate point on separate circuit and modular board: Supply of modular switch socket, fuse point and fixing, testing and commissioning on separate circuit and suitable board and wiring in concealed PVC conduit by using 4 sq.mm multistrand copper wire for phase and neutral, 1 x 1.5 sq.mm PVC insulated multi-stranded copper wire for earth from MDB/SDB/Board to this separate board. All material required for the job shall be supplied by contractor, Proper colour coding as per IE rules should be followed for wiring. Make:- Legrand, Siemens, L&T, Anchor, ABB, Havells, Crabtree, Benlo or similar ISI make approved by competent authority.
4. Wiring for submain along with earth wire with the size 2X2.5 sq.mm+1X2.5 sq.mm earth wire of PVC insulated copper conductor, single core cable in concealed/ surface/recessed PVC heavy gauge conduit as required. The work shall be done as per CPWD Pt.I, manual(1972) for general specification of electrical work. All materials should be IS marked. Cable to be use of make EON/C&S/KDK/ Finolex/Anchor/Polycab/ Havell's conforming to IS 694/97 of 1.1KV grade. Switch & socket etc. shall be of Anchor/ Kona/ Roma or similar superior make and fire retardant JB/SB shall be with hylum sheet on top, Make of Conduit/ Casing Capping, Presto Plast / Malhotra/Harson/Plaza or similar ISI make approved by competent authority.
5. Wiring for submain along with earth wire with the size 2X4 sq.mm+1X4 sq.mm earth wire of PVC insulated copper conductor, single core cable in concealed/ surface/recessed PVC heavy gauge conduit as required. The work shall be done as per CPWD Pt.I, manual (1972) for general specification of electrical work. All materials should be IS marked. Cable to be use of make KDK/ Finolex/Anchor/Polycab/ Havell's conforming to IS 694/97 of 1.1KV grade .Switch & socket etc. shall be of C&S/Anchor/ Kona/ Roma or similar superior make and fire retardant JB/SB shall be with hylum sheet on top, Make of Conduit/ Casing Capping, Presto Plast / Malhotra/Harson/Plaza or similar ISI make approved by competent authority.
6. Earthing with perforated G.I. earth pipe 4.5 mtrs. Longx40mm dia with minimum 3.25mm thick including accessories and providing masonry enclosure on top with cover plate having locking arrangement and watering pipe including supply & using salt and charcoal for pipe earth electrode complete as per Genl. Spec. of elect. Work & drawing etc. as required. so that the earth resistance value should be within 2 Ohms. Make of GI pipe TATA/Jindal or equivalent superior make.
7. Supply & laying of 6SWG G.I. wire at 0.5 mtrs. below ground level for conductor earth electrode including soldering/fastening with G.I. nuts & bolt complete etc. as required.
8. Supply & delivery of 4 way AC MCB distribution board sheet steel phosphatized powder painted with bus bar, neutral link, earth bar & din rail conforming to IS:13032, IS:8623 complete etc. as required. Make- ABB, L&T, Siemens, Schneider, Legrand, Havells, Benlo or similar ISI make approved by competent authority.
9. Supply & delivery of single pole A.C. MCB 6-32 Amp., 240 V, 50 Hz, 10 kA conforming to IS:8828/96 complete with metal sheet enclosure (with Din Rail) etc. as required. Make- ABB, L&T, Siemens, Schneider, Legrand, Havells, Benlo or similar ISI make approved by competent authority.
10. Installation, testing and commissioning of MCB DB 4 way single/three phase with. MCB 6/10/16 Amp. capacity on wooden/metal board including connection, earthing the body complete etc. as required.
11. Supply & fixing of bus bar chamber with 4 strips bus bar of length 300 mm made of copper strips suitable for 100 Amp. capacity complete with all accessories including connection, earthing the body complete etc. as reqd. Make – Standard/Havells/Benlo/C&S/Samko or similar ISI make approved by competent authority.
12. Supply, fixing, testing & commissioning of MCCB 100 Amp. capacity with sheet steel enclosure four pole 415V 50HZ with magneto thermal release range 12-16/16-20/20-25/25-32/32-40/ 40-50/50-63/63-80/80-100 Amp. as desired by Rly. authority breaking capacity at 415 volt 25KA on wall/pole with suitable fixing arrangement complete including connection etc. as reqd. Make – L&T, Siemens, Hager, Legrand (MDS), ABB, Schneider, HPL, Benlo or similar ISI make approved by competent authority.

13. Supply & delivery of OREVA 40 W 4000 K LED Tube light Brand: OREVA Brand type : registered Brand Catalogue Status : Catalogue not verified by OEM Seling As : Reseller not verified by OEM Category Name & Quadrant : Light emitting diode LED fixture- LED tube light (Q3) Model: silver-40W (4Ft) HSN Code: HSN not specified by seller. Make:- Havells, C&S, Bajaj, Ovea or similar. Warranty 05 Years from the date of installation.
14. Installation, testing & Commissioning of pre wired LED fitting/ CFL fittings with tube/lamp complete with all accessories on wall/bracket on rail pole including connection with 1.5 sq. mm Cu. conductor S/C stranded cable PVC insulated weather proof earthing the body complete etc. as required.
15. Installation, testing, oiling, greasing, cleaning/replacing & commissioning of electric ceiling fan 1200/1400mm sweep & speed regulator on ceiling & wall respectively including connection with 1.5 sq.mm Copper Conductor, S/C stranded cable PVC insulated weather proof, earthing the body, complete etc. as required.
16. Installation, testing, fixing & commissioning of exhaust fan 300/380/450mm sweep in the existing opening including making the hole to suitable size for above fan, making good the damage with cement concrete including connection earthing the body complete etc. as required.
17. Supply & delivery of LED flood light fitting 70 watt. Make:-Havells, C&S, Bajaj, Phillips, Benlo or similar ISI make approved by competent authority. Warranty 05 Years from the date of installation.
18. Installation testing commissioning and supply of 20 W LED (4 Ft) inverter LED batten with square profile and polycarbonate channel lithium ion battery with charging time 8 hours- 10 hours and backup time upto 4 hours indoor tube light fitting. Wiring/connection of fitting with not less than 1.5 sq.mm cu. similar to Havells cat no.LHEXACP7FN1W020, Wire through PVC flexible pipes. Fixing of fitting with aluminium clamps and steel nut bolts. Luminaire warranty period will be five years from the date of Installation. Make:-Havells, C&S, Bajaj, Phillips, Crompton, Great white or similar ISI make approved by competent authority.
19. Supply & fixing of G.I. pipe B class/medium class 50 mm dia conforming to IS: 1239 (pt-I) 1990/IS: 1161/79 or latest IS along the pole/underground for protection of U/G cable complete etc. as required with suitable clamps make – Tata/Zindal/Surya or similar ISI make approved by competent authority.
20. Supply, delivery & Fixing of octagonal pole hot Dip Galvanized in single dip average 70 micron DFT, designed for maximum wind speed of 169KM/Hr.,BOP-7030 type pole of 6 m long, top dia 70mm, bottom dia. 130mm sheet thickness 3mm, in single section with Base plate (220x220x12)mm (LxBxT) with 4x20mm dia. 700mm long with 100mm projection foundation bolt complete with smart pack junction box with bakelite sheet, 6A MCB & stud terminals (for mounting inside base component of pole) and internal wiring for terminal to fitting with 2x2.5 sq.mm cable including Single arm bracket 1 mtr. long suitable for 3 to 10 mtr. pole of reputed make. Make - Bajaj, Transrail, Bansal, Jindal, Gammon Group or similar ISI make approved by competent authority.
21. Making of foundation suitable for 3 to 8 mtrs. octagonal pole as per site in-charge/4'X4'X4' manufacturer dimension & as per site requirement.
22. Supply, delivery & installation of (outdoor) 90 W LED street light luminaire made of pressure die cast aluminum housing LED street light luminaires with IP66, Make of luminaire & Tube- Philips, Surya, Bajaj, Crompton Greaves & Benlo. Warranty/Guarantee 05 Years from date of installation.
23. Supply of (out door) 45 W LED street light luminaries made of pressure die cast aluminum housing LED street light luminaries with IP66, Surya Product Code- SLE UL 45 W IP66 LXN. Make:-Philips, Surya, Bajaj, Crompton Greaves, Eveready, Benlo or similar ISI make approved by competent authority. Warranty period 05 Years from the date of installation.
24. Supply & fixing of 32mm diax2 mtrs. long G.I. pipe medium class of thickness 3.25mm (approx.) bracket for mounting of HPSV/Street light F.L. fitting on rail pole or wall including bending the pipe to the required shape, 40x3mm flat iron clamps and wiring with 1.5 Sq.mm W.P. PVC insulated copper conductor single core stranded cable and painting the flat iron primer and finished paint complete etc. as required. Make of GI pipe TATA/Jindal or equivalent superior make approved by competent authority.
25. Installation, testing & Commissioning of LED street light fitting complete with all accessories on wall/bracket on rail pole/tubular pole including connection with 1.5 sq. mm Cu. conductor S/C stranded cable with heavy duty conduit pipe PVC insulated weather proof earthing the body complete etc. as required.
26. Laying of the cable partly through trench at a depth of one metre and filling with suitable cushioning materials or under the road by laying through G.I pipe at a depth of one meter or at a platform /road/wall where excavation of one meter is not possible only cutting of the surface to the size of cable with at least two inch covering by concrete is required and refilling with earth and partly of the rail /lamp post/PF color /wall with supply of clamp made of MS flat 35x6 mm with nut –bolts adequate number with maximum space of one meter /wherever feasible etc. required . In case due to space constraints more than one cable is required to lay in one trench, payment will be released in form of length of trench and not in length of underground cable.

EAST CENTRAL RAILWAY, SONPUR DIVISION

ELECTRICAL/GENERAL DEPARTMENT

Description of work: Improvement of lighting arrangement at LC gate over Sonpur Division.

Schedule of work

Item No.	Description	Qty./Unit	Unit Rate	Total Amount
1.	Wiring for light point/Fan point/Ex. Fan Point/Call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switches, modular plate, suitable box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required. Make:- Legrand, Siemens, L&T, Anchor, ABB, Havells, Crabtree, Benlo.	530 Nos.	498/-	263940/-
2.	Wiring for 5 pin 5 Amp. plug point with modular switch with modular plate 1.5 Sq.mm FR PVC insulated Copper conductor single core multistrand cable in concealed/surface PVC heavy gauge conduit and earthing point with 1.5 sq.mm FR PVC insulated copper wire including supply & fixing of 5 pin, 5 Amp socket outlet , 5 amp switch. piano type earthing the third/fifth pin etc. as required. Make:- Legrand, Siemens, L&T, Anchor, ABB, Havells, Crabtree, Benlo.	350 Nos.	385/-	134750/-
3.	Supply, fixing, connection, and testing of 6 pin 16Amp. Modular socket with modular plate point on separate circuit and modular board: Supply of modular switch socket, fuse point and fixing, testing and commissioning on separate circuit and suitable board and wiring in concealed PVC conduit by using 4 sq.mm multistrand copper wire for phase and neutral, 1 x 1.5 sq.mm PVC insulated multi-stranded copper wire for earth from MDB/SDB/Board to this separate board. All material required for the job shall be supplied by contractor, Proper colour coding as per IE rules should be followed for wiring. Make:- Legrand, Siemens, L&T, Anchor, ABB, Havells, Crabtree, Benlo.	320 Nos.	301/-	96320/-
4.	Wiring for submain along with earth wire with the size 2X2.5 sq.mm+1X2.5 sq.mm earth wire of PVC insulated copper conductor, single core cable in concealed/ surface/recessed PVC heavy gauge conduit as required.	1500 Mtrs.	111/-	166500/-
5.	Wiring for submain along with earth wire with the size 2X4 sq.mm+1X4 sq.mm earth wire of PVC insulated copper conductor, single core cable in concealed/ surface/recessed PVC heavy gauge conduit as required. The work shall be done as per CPWD Pt.I, manual(1972) for general specification of electrical work. All materials should be IS marked.	1200 Mtrs.	129/-	154800/-
6.	GI pipe earthing with 4.5 M long x40mm dia. With salt & charcoal .Make of GI pipe TATA/Jindal or equivalent superior make.	150 Sets.	1794.50/-	269175/-
7.	Supply &Laying of 6SWG GI wire as conductor earth electrode.	1500 Mtrs.	11.44/-	17160/-
8.	Supply of 4 way MCB- DB. Make-ABB, L&T, Siemens, Schneider, Legrand, Havells, C&S.	70 Nos.	542.60/-	37982/-
9.	Supply of MCB 6-32A. Make-ABB, L&T, Siemens, Schneider, Legrand, Havells, C&S.	280 Nos.	212.63/-	59536.40/-
10.	Fixing & commissioning of MCB- DB with MCB.	70 Nos.	83.52/-	5846.40/-
11.	Supply & fix Of 4 strips CU BBC 300mm long made of copper strip suitable for 200Amp. Cap. Complete with all accessories including connection, earthing the body complete etc. as required. Make-Standard/ Havells/Benlo/C&S.	70 Nos.	5879/-	411530/-
12.	Supply and fixing of 4 pole MCCB 100A with enclosure. Make –	70 Nos.	7168.96/-	501827.20/-

	L&T, Siemens, Hager, Legrand , ABB, Benelo, Schneider, C&S.			
13.	Supply & delivery of OREVA 40 W 4000 K LED Tube light Brand: OREVA Brand type : registered Brand Catalogue Status : Catalogue not verified by OEM Seling As : Reseller not verified by OEM Category Name & Quadrant : Light emitting diode LED fixture- LED tube light (Q3) Model: silver-40W (4Ft) HSN Code: HSN not specified by seller. Make:- Havells, C&S, Bajaj, Oreva or similar. Warranty 05 Years from the date of installation.	300 Nos.	925/-	277500/-
14.	Fixing & commissioning of LED/LED street light fitting with tube.	300 Nos.	33.79/-	10137/-
15.	Fixing of ceiling fan.	70 Nos.	72.37/-	5065.90/-
16.	Installation, testing, fixing & commissioning of exhaust fan 300/380/450mm sweep in the existing opening including making the hole to suitable size for above fan, making good the damage with cement concrete including connection earthing the body complete etc. as required.	70 Nos.	164/-	11480/-
17.	Supply & delivery of LED flood light fitting 70 watt. Make- Phillips, NICHIA, OSRAM, SEOUL, GE, Thorn, LEDNIUM. Make:-Havells, C&S, Bajaj, Phillips. Warranty 05 Years from the date of installation.	100 Nos.	6255.15/-	625515/-
18.	Installation testing commissioning and supply of 20 W LED (4 Ft) inverter LED batten with square profile and polycarbonate channel lithium ion battery with charging time 8 hours- 10 hours and backup time upto 4 hours indoor tube light fitting. Wiring/connection of fitting with not less than 1.5 sq.mm cu. similar to Havells cat no.LHEXACP7FN1W020, Wire through PVC flexible pipes. Fixing of fitting with aluminium clamps and steel nut bolts. Luminaire warranty period will be five years from the date of Installation. Make:-Havells, C&S, Bajaj, Phillips, Crompton, Great white.	256 Nos.	376.56/-	96399.36/-
19.	Supply & fixing of medium class GI pipe 50mm dia. Make TATA/Jindal For protection of UG cable.	1200 Mtrs.	296.70/-	356040/-
20.	Supply, delivery & Fixing of octagonal pole hot Dip Galvanized in single dip average 70 micron DFT, designed for maximum wind speed of 169KM/Hr.,BOP-7030 type pole of 6 m long, top dia 70mm, bottom dia. 130mm sheet thickness 3mm, in single section with Base plate (220x220x12)mm (LxBxT) with 4x20mm dia. 700mm long with 100mm projection foundation bolt complete with smart pack junction box with bakelite sheet, 6A MCB & stud terminals (for mounting inside base component of pole) and internal wiring for terminal to fitting with 2x2.5 sq.mm cable including single arm 1 mtr. long suitable for 3 to 10 mtr. pole of reputed make. Make - Bajaj, Transrail, Bansal, Jindal, Gammon Group.	140 Nos.	11811/-	1653540/-
21.	Making of foundation suitable for 3 to 8 mtrs. octagonal pole as per site in-charge/4'X4'X4'manufacturer dimension & as per site requirement.	140 Nos.	4905/-	686700/-
22.	Supply of (out door) 90 W LED street light luminaire made of pressure die cast aluminium housing LED street light luminaires with IP65, with five year warranty. Make of luminaire & Tube- Philips, Bajaj, Crompton Greaves. Warranty/Guarantee 05 Years from date of installation.	100 Nos.	7222/-	722200/-
23.	Supply of (out door) 45 W LED street light luminaire made of pressure die cast aluminium housing LED street light luminaires with IP66, with five year warranty Surya Product Code- SLE UL 45 W IP66 LXN.Make of luminaire & Tube- Philips, Surya, Bajaj, Crompton Greaves. Warranty/Guarantee 05 Years from date of installation.	90 Nos.	4132/-	371880/-
24.	Supply, making, fixing & commissioning of 32mm dia. X 2mtr. Long GI pipe for OD light fitting.	50 Nos.	370/-	18500/-

25.	Installation, testing & Commissioning of LED street light fitting complete with all accessories on wall/ on rail pole/tubular pole including connection with 1.5 sq. mm Cu. conductor S/C stranded cable with heavy duty conduit pipe PVC insulated weather proof earthing the body complete etc. as required.	90 Nos.	270/-	24300/-
26.	Laying of LT cable direct in ground of size 25-120 sq.mm complete.	8000 Mtrs.	107.34/-	858720/-
	Total			78,37,344.26/-
Total (in words): Seventy Eight Lakhs Eighty Thirty Seven Thousand Three Hundred Forty Four Rupees & Twenty Six paisa only.				

Annexure-‘A’

NOTE:

1. Income tax & Surcharge on Income Tax, GST and any other taxes imposed by government time to time are applicable, will be deducted from the bills.
2. The Firm shall have to submit an Indemnity Bond on stamp value of Rs.100/-(Rs. One hundred only), before commencement of the work.
3. Released materials (if any) shall be returned by the Contractor through proper challan to the concerned Installation-in- charge. (if applicable)
4. Tenderers are requested to submit their GST registration No. without which payment shall not be released.
5. Tenderers are requested to quote their PAN No., Bank Account No. , Name & Branch of Bank, IFSC Code, Nature of Account and give option for payment through RTGS/NEFT.

Signature of the tenderer with seal &date

EXPLANATORY NOTES ON SCHEDULE OF WORK (Detailed scope of work):

Explanatory notes for various items of work in schedule are given below:

The basic quantities components and materials required to make up a unit of work for selected items, are indicated for guidance only. There may be some variation as per variation clause, provision for loss and wastage in transit and execution should be provided for over and above the basic quantities of components and materials required to make up a unit of work, indicated herein, except where otherwise specified for materials supplied by the contractor.

The quantities indicated for each item in following notes are indicative as minimum required, Any part not included in list& in case required necessary for wiring/erection work shall also be covered in Price. The list indicates requirement for standard arrangements, any modification required to suit particular condition will be included.

Tenderers to note that all the items under Schedule as required to be used shall be purchased through approved sources/makes/brand.

If in tender schedule at any place, any make(s) is specified/mentioned, than it should be treated/read as specified make(s) or similar ISI make approved by competent authority.

REBATE

Name of work:

I/We offer general rebate of.....% (in figure) percent(in words) as a lump sum rebate on all Items of the schedule.

Notes:

1. If any tenderer wishes to give any rebate on the rates quoted by him/them, the same can be filled up by him/them in this schedule.
2. It is to be noted that such rebate, if offered, shall apply on the rates quoted for all the items in all other schedules of this tender document. Such a rebate shall be totally unconditional.
3. In case a tenderer does not wish to give any rebate, he/she/they should write “**NIL**” in this schedule. In case nothing has been filled in by the tenderer in this schedule, it will be treated as “**NIL**” and shall be no recorded in the blanks above at the time of opening of tender by the officials opening the tender.
4. If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.

Signature of the tenderer/s
With seal

Date:

MANDATEFORM

Annexure-‘D’

BY
VENDOR/CONTRACTOR/EMPLOYEE
FOREFT/ECS/RTGS/NEFTPAYMENT
Firm/Peron/Party's name:
Address:

Telephone No/Cell Phone No & Fax

No.:- E-mail:

PAN:

Particulars of Bank account:

Name of the Bank:

Name of the Branch:

Address:

Telephone No:

9-Digit code number of the bank & branch appearing on the MICR cheque issued by the bank:

Type of account (S.B, Current or Cash Credit) with code (10/11/13).

IFS Code:

Account Number (as appearing on the Cheque Book):

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme.

Date: Signature of the Contractor

(Please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)where the cheque does not carry IFS code, an attestation from Bank attesting the IFS code should be given.

Certified that the particulars furnished above are correct as per our records.

Date:

Signature of the authorized Official of the Bank
(Where required)

RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of work:- _____

To
The President of India,
Acting through the _____ Railway

1. I/We _____ have read the _____ various conditions to tender attached here to 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..... 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.

Date:

Signature of Tenderer (s) Address of
the Tenderer (s)

TENDER FORM (Second Sheet)

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

- (a) Tender Forms–First Sheet and Second Sheet
- (b) Special Conditions/Specifications(enclosed)
- (c) Schedule of approximate 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) Schedule of Rates 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 Schedule of Rates 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 Schedule of approximate quantities attached. The quantities shown in the attached Schedule 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 Schedule. 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.

(Contd....)

TENDER FORM (Third Sheet)

Name of Work: _____

SCHEDULE OF RATES AND QUANTITIES

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

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

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

Dated _____

Signature of the Tenderer(s)

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

AGREEMENTFORZONECONTRACT

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

WHERE AS 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 Schedule of Rates of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor _____
Address _____

Designation _____
Railway _____
(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

_____ Authority.
 _____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the Schedule of Rates of _____ Railway corrected upto latest correction slips of _____ Division under Zone Contract Agreement here-in-before referred to:

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

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract corrected upto latest correction slips.

Divisional Railway Manager/Divisional _____ Engineer
 _____ Division
 _____ Railway
 for President of India

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 corrected upto latest Correction Slips and the Standard Specifications of _____ Railway with up-to-date Correction Slips.

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. _____

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 here after 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 Schedule hereto annexed upon the Standard General Conditions of Contract, corrected upto latest correction slips and the Specifications of _____ Railway corrected upto the latest correction slips and the Schedule of Rates of _____ Railway, corrected upto latest correction slips 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 schedule set forth and shall execute the same with great promptness, care and accuracy in a work man 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 here by agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor _____ (Signature)
Address _____
Date _____

Railway: Designation _____
(For President of India)
Date _____

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

Witnesses:

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

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. 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 falser presentation 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 in correct 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 upto **two year**. Further, I/we (insert name of the tenderer)**.....and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the affidavit 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 for feiture 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 year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

This affidavit to be given by each member of JV/Partner.

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

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

1. I/we certify that.....(constituent firm/constituent partner)is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We here by certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEALANDSIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place: Dated:

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

For works costing more than Rs. 20 crore as prescribed by Railways through instruction/NIT issued for the work, the tenderers who meet the minimum eligibility criteria will be qualified only if their 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 (upto Date of inviting Tender), taking in to 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 per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to Tenderer but yet not started up to the date of inviting of Tender.

Note:

- (a) The Tenderer(s) shall furnish the details of-
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
 - (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 up to 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 a nearlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying HI/her compliance to the above mentioned bid capacity in the tender under consideration.
- (c) The arithmetic sum of individual "bid capacity "of all the members shall be taken as JV's "bid capacity"
- (d) 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'
- (e) 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'

Para5 of the Instructions to Tenderers

(Bid Security)**Bank Guarantee Bond from any scheduled commercial bank of India***(On non-judicial stamp paper, this 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: -----

Inconsideration 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 Head quarters office
 at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the
 authorized persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter
 contained, in favour of the Railway:

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

IFSCCODE	SBIN000RAIL
IFSCTYPE	BRANCH
BANKNAME	STATEBANKOFINDIA
BRANCHNAME	RAIL
CITY NAME	NAVIMUMBAI
ADDRESS	SECTOR-11,CBDBELAPUR,NAVIMUMBAI
DISTRICT	NAVIMUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal Bank's Seal

[P/Attorney] No.

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

Annexure–VIB

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

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

OF BIDDER/JV PARTNER:

AnnualContractualTurnoverDataforthePrevious3/4Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
AverageAnnualContractualTurnoverforlast3years			

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

2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.

3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

PART-II ANNEXURES

ANNEXURE-VII

Reference Para 17 (B)

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

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

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully

For and on behalf of the President of India

CERTIFICATE OF FITNESS

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

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for:
 - (a) Refusal to grant certificate, or _____
 - (b) Revoking the certificate _____

Signature or left hand Thumb impression of the person examined.

Signature of Certifying Surgeon

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

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

Through.....

.....

Railway.

Date:-.....

.....

Surety Bond No.

Issue Date:

Amount of Bond :

Expiry Date :

WHERE AS, In consideration of the President of India acting through (*Designation & address of Contract signing authority*) ,.....Railway,(here in after called "The Railway")having accepted the Bid of M/SXXXXX herein after called the contractor, for the work of XXX "under invitation for bids No. XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

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

SB No:

Date:

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

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

2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and un equivocal not withstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be un conditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Not with standing anything to the contrary contained in these presents,

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

Dated thedayof2024

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

Place

Bank's Seal and authorized signature(s)

*[Name in Block
letters].....[Designation with
Code No.] [P/Attorney] No.*

Witness

1.

2

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

ANNEXURE– XI

ReferencePara62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

Yours faithfully

For and on behalf of the President of India