

**GOVERNMENT OF INDIA**



**EAST CENTRAL RAILWAY**

**DHANBAD DIVISION**

Signal & Telecom Department.

**Tender Document**

**2026 – 2027**

**Open Tender**

Name of the work:- In connection with signaling work related to (1) Interlocking of 4 Nos. of L.C. Gates having TVU more than 20000 in Dhanbad division. (2) Interlocking Of One (01 No.) L C Gate whose TVU is more than 10000 in Block section of Jamuniatand Halt-Chandrapura of Dhanbad Division.

**Tender No.SG-664-08-Sig-2026-27**

Important information:

i)	<b>Approx. value of the work:</b>	<b>Rs. 3,57,36,986.06 (Approx)</b>
ii)	<b>Head of Allocation</b>	<b>SF- 262977-03</b>
iii)	<b>Estimate No.</b>	<b>39/S&amp;T/DHN of 2026-27 &amp; 16/S&amp;T/DHN of 2026-27</b>
iv)	<b>Project Id No.</b>	<b>03.02.29.25.3.51.003 &amp; 03.02.29.25.3.51.002</b>

**Similar Nature of Work:-** Any work involving outdoor or indoor signaling work. Signalling Work – All works which are directly related to the interlocking of the Core Signaling System.

OR

Any MACLS work involving outdoor & indoor work or alteration in existing Indoor/outdoor signaling system.

OR

Any work involving outdoor/indoor signalling works including MACLS/EI/PI/RR/IBS/IBH/ LC Gate/DAC/ELD and ELD for Signalling Cable, Quad Cable, Fuse Auto Change Over System etc. (As per letter No.ECR/HQ0SnT/(SNW)/1/ 2020 dated.19.05.2026).

## EAST CENTRAL RAILWAY

### INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER:-

1. E-tender will be opened on same day of closing date of tender in the office of the Divisional Railway Manager, E.C.Rly., Dhanbad (Signal & Telecom. Deptt). If the office is closed on the stipulated date and time due to some unaccounted holiday or bandh etc. the tender will be opened on the next working day
2. **Payment of Bid Security: Payment of Bid Security in respect of e-tendering should be accepted through Net Banking or payment gateway or Bank Guarantee Bond only. Tender received without the prescribed amount of Bid Security Deposit and through other than Net Banking or payment gateway or Bank Guarantee Bond are liable to be summarily rejected.**
3. A copy of Documents against eligibility criteria must be submitted along with the E-tender. No any documents against the same will be entertained in the office of Divisional Railway Manager, Dhanbad or anywhere else at any time. Tender will be decided purely on the basis of documents available/attached with the E-tender no matter whether tenderer is working contractor or new. However Railway may ask clarification with respect to document available/attached with the E-tender, if required.
4. **Tenderer(s) is/are agreed to abide by the Indian Railways Standard General Conditions of Contract-April/2022 with all correction slip up to date and to carry out the work according to the Special Conditions of contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up to date for the present contract.**
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract 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.
6. In case of ambiguity in rates quoted in words or figure, rate quoted in words shall be considered.
7. The following documents form part of Tender/Contract:
  - (a) Special conditions/Specifications as mentioned.
  - (b) Schedule of approximate quantities as mentioned.
  - (c) Standard General Conditions of Contract and Standard Specifications for materials and works of Indian Railway as amended/corrected up to latest correction slips, copies of which can be seen in the office Sr. Divl. Signal & Telecom. Engineer, East Central Railway, Dhanbad or obtained from office of the Chief. Signal & Telecom Engineer, East Central Railway, Hajipur on payment of prescribed charges.
  - (d) All general and detailed drawings if any pertaining to this work which will be issued by the Engineer or his Representatives (from time to time) with all changes and modifications.
8. **Drawings for the work:** The Drawings for the work can be seen in the office of the Sr.DSTE/ECR/Dhanbad and / or CSTE/ECR/Hajipur 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.
9. The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of East Central Railway as applicable to **Dhanbad Division** except where he/they are required to quote item rates and must quote rate 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.
10. **Rights of the Railway to deal with tender (Clause 7 of Part-I of GCC-2022):** - The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
11. 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.
12. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
13. **Bid Security:(Clause 5 of Part-I of GCC-2022): (Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022 vide Rly Brd. Letter No. 2022/CE-I/CT/GCC-2022/ POLICY/Pt.I (E-3320424 Dated 13.03.2026)**

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

**Value of the Work**

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

**Note:**

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

**(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. **excluding the last date of submission of bids**) (As Per **Rly. Bd's Letter No. 2022/CE-I/CT/GCC-2022/Policy dated 20.10.2023, Advance Correction Slip No. 5**).
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the \*\*\*\*\* Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**14. Security Deposit (Clause 16(1) of Part-II of GCC-2022) :** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

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

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

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

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

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

**15. Performance Guarantee( P.G.) (Clause 16.4 of part-II of GCC-2022) (As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, Part-I, Dated 09.01.2025. (Advance Correction Slip No. 9):-**

**The procedure for obtaining Performance Guarantee is outlined below:**

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

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

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

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

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

*Note:-*

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay 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. *(Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022 vide Rly Brd Letter No. 2022/CE-I/CT/GCC-2022/ POLICY/Pt.I (E-3320424 Dated 13.03.2026)).*

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

16(4)(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: (Advance Correction Slip No.11 to Indian Railways Standard General Conditions of Contract, April-2022 vide Rly Brd Letter No. 2022/CE-I/CT/GCC-2022/ POLICY/Pt.I (E-3320424 Dated 13.03.2026)).*

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

## **16 Minimum Eligibility Criteria: - (Clause 10 of part-I GCC-2022):-**

### **1. Technical Eligibility Criteria (Clause 10.1 of GCC-2022):**

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
  - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
  - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
  - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
  - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

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

of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

**Note for Item 10.1: (Clause 10.1 of part-I GCC-2022):**

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

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

**2. Financial Eligibility Criteria (Clause 10.2 of part-I GCC-2022):**

**Note- (As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, New Delhi, Dated 14.07.2022 following para has been modified. (Advance Correction Slip No. 1):-**

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. **(Important Instruction: "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" Vide letter No. CE/Works/ECR/HJP's letter No. ECR-HQ0ENGG(CONT)/0009/2025, date. 18.11.2025 (ii) Gazette Notification No.1-CA (7)/192/2019, dated 02.08.2019 of the Institute of Chartered Accountants of India, published in the Gazette of India).**

3. **Bid Capacity** Clause 10.3 of part-I GCC-2022: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.
4. **No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh** (Clause 10.4 of part-I GCC-2022).
5. **Clause 10.5 of part-I GCC-2022:** Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

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

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item. 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant Documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
9. *Any partner in a partnership firm cannot use or claim his credentials in any other firm Without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership*

*firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*

10. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

**17. Tenderer Credentials: (Clause 11 of part-I of GCC-2022) :-**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
  - (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
  - (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
  - (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. **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 partnership Firm/ Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.** Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. **(As per Rlv. Bd's Letter No. 2022/CE-I/CT/GCC-2022/Policy dated 13.12.2022, Advance Correction Slip No. 2.**
  - (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
  - (vi) (a) **In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years. (As per Advance Correction Slip No. 3 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 26.04.2023)**  
  
(b) **In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years. (As per Advance Correction Slip No. 3 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 26.04.2023)**
18. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being



rejected. **(Clause 12 of part-I of GCC-2022).**

19. Vehicles and equipments of contractors can be drafted for restoration work and relief to passengers by Railway administration in case of accidents natural calamities involving human lives.
20. The following information should be displayed on a proper “steel board” of size not less than 1m x 1m at all project sites for better appreciation of the project to railway officials and to the public as well : {Ref. :- Railway Board’s letter No.2014/CE-I/CT/O/21/1 dated 10.11.2014}.

**Name of The Organization/ Railway**

- (i) Name of Project
- (ii) Approx. Cost of Project
- (iii) Expected Date of Completion
- (iv) Name and address of the Contractor
- (v) Address of Engineer-in-Charge

**21. Deployment of Qualified Engineers at Work Sites by the Contractor: (Clause 26A of of part-II of GCC-2022)**

1. The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
2. In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
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’.

**22. PRICE VARIATION CLAUSE (PVC) : (Clause 46A of Part-II of GCC-2022)**

**A.1 Applicability:** (As per Advance Correction Slip No. 1 dt. 14.07.2022) Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation):

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

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

**A.3 Validity:** Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

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

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

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

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

**(I). For Civil Engineering Works (As per Advance Correction Slip No. 1 dt. 14.07.2022)**

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L <sub>c</sub>	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S <sub>c</sub>	0	0	20	0	0	0	0	85	0	50	0

4	Cement	C <sub>c</sub>	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM <sub>c</sub>	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F <sub>c</sub>	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M <sub>c</sub>	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E <sub>c</sub>	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

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

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

**1 Earthwork in Formation**

1A All item(s) excluding 1B or/and 1C1B

Item(s) for supply of Steel

1C Item(s) for supply of Cement

**2 Ballast Supply Works**

**3 Tunnelling Works (Without Explosives)**

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**4 Tunnelling Works (With explosives)**

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

4B Item(s) for supply of Steel

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

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

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

**5 Building Works**

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

**6 Bridges & Protection work**

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

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

**7 Permanent Way linking**

**8 Platform, Passenger Amenities**

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

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

8C Item(s) for supply of Cement Item

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

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

**9 Any Other Works not covered in Classification 1 to 8**

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

9B Item(s) for supply of Steel

- 9C Item(s) for supply of Cement or/and Grout  
 9D Item(s) for Fabrication & Erection of Structures including supply of Steel  
 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

**46A.7 Formulae: (As per Advance Correction Slip No. 1 dt. 14.07.2022)** The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

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

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

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

*Where,*

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

G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L <sub>C</sub>	% of Labour Component in the item(s)
M <sub>C</sub>	% of Material Component in the item(s)
F <sub>C</sub>	% of Fuel Component in the item(s)
E <sub>C</sub>	% of Explosive Component in the item(s)
PM <sub>C</sub>	% of Plant, Machinery and Spares Component in the item(s)
S <sub>C</sub>	% of Steel Supply item Component in the item(s)
C <sub>C</sub>	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W <sub>S</sub> or/and W <sub>C</sub> or/and W <sub>SF</sub> or/and W <sub>F</sub> or/and W <sub>SFL</sub> or/and W <sub>FL</sub> and cost of materials supplied by Railway either free or at fixed rate,
W <sub>S</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>C</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>SF</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>F</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>SFL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L <sub>B</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L <sub>Q</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M <sub>B</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M <sub>Q</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F <sub>B</sub>	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F <sub>Q</sub>	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E <sub>B</sub>	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E <sub>Q</sub>	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

PM <sub>B</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM <sub>Q</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S <sub>B</sub>	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S <sub>Q</sub>	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C <sub>B</sub>	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C <sub>Q</sub>	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R <sub>T</sub>	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R <sub>O</sub>	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P <sub>T</sub>	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P <sub>O</sub>	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z <sub>T</sub>	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z <sub>O</sub>	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I <sub>T</sub>	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
I <sub>O</sub>	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender.

### **(III) SIGNALING & TELECOMMUNICATION WORKS:**

(a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:

SIGWK = Value of signalling works for a stage payment of the item signalling works;

INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;

INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;

COMWK = Value of telecommunication works for a stage payment of the item telecommunication works;

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

(b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:

(i) 
$$VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POFC} \times (\text{OFCi} - \text{OFCo}) / \text{OFCo} + \text{PLB} \times (\text{LBi} - \text{LB0}) / \text{LB0} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30Cx} (\text{P30Ci} - \text{P30Co}) / \text{P30Co} + \text{S24C} \times (\text{P24Ci} - \text{P24Co}) / \text{P24Co} + \text{S19C} \times (\text{P19Ci} - \text{P19Co}) / \text{P19Co} + \text{S12C} \times (\text{P12Ci} - \text{P12Co}) / \text{P12Co} + \text{S9C} \times (\text{P9Ci} - \text{P9Co}) / \text{P9Co} + \text{S6C} \times (\text{P6Ci} - \text{P6Co}) / \text{P6Co} + \text{S4C} \times (\text{P4Ci} - \text{P4Co}) / \text{P4Co} + \text{S2C} \times (\text{P2Ci} - \text{P2Co}) / \text{P2Co} + \text{S12C2.5i} \times (\text{P12C2.5i} - \text{P12C2.5o}) / \text{P12C2.5o} + \text{S2C2.5} \times (\text{P2C2.5i} - \text{P2C2.5o}) / \text{P2C2.5o} + \text{S2C25} \times (\text{P2C25i} - \text{P2C25o}) / \text{P2C25o} + \text{QC} \times (\text{PQCi} - \text{PQCo}) / \text{PQCo};$$

(ii) 
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo};$$

(iii)  $VINTGTESTSIG = 0.85 INTGTESTSIG \times [PLB \times (LBi - LBo)/LBo + POTH \times (OTHi - OTHo)/OTHo]$ ;

(iv)  $VCOMWK = 0.85 COMWK \times [PELEX \times (ELEXi - ELEXo)/ELEXo + POFC \times (OFCi - OFCo)/OFCo + PLB \times (LBi - LBo)/LBo + POTH \times (OTHi - OTHo)/OTHo + S30C \times (P30Ci - P30Co)/P30Co + S24C \times (P24Ci - P24Co)/P24Co + S19C \times (P19Ci - P19Co)/P19Co + S12C \times (P12Ci - P12Co)/P12Co + S9C \times (P9Ci - P9Co)/P9Co + S6C \times (P6Ci - P6Co)/P6Co + S4C \times (P4Ci - P4Co)/P4Co + S2C \times (P2Ci - P2Co)/P2Co + S12C2.5 \times (P12C2.5i - P12C2.5o)/P12C2.5o + S2C2.5 \times (P2C2.5i - P2C2.5o)/P2C2.5o + S2C25 \times (P2C25i - P2C25o)/P2C25o + QC \times (PQCi - PQCo)/PQCo + PCEQP \times (CEQPi - CEQPo)/CEQPo]$ ;

(v)  $VINVCOM = 0.85 SIGWK \times [PELEX \times (ELEXi - ELEXo)/ELEXo + PCEQP \times (CEQPi - CEQPo)/CEQPo + POTH \times (OTHi - OTHo)/OTHo]$ ; and

(vi)  $VINTGTESTCOM = 0.85 INTGTESTCOM \times [PLB \times (LBi - LBo)/LBo + POTH \times (OTHi - OTHo)/OTHo]$ .

**Where,**

**SIGWK** = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);

**VINVSIG** = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);

**VINTGTESTSIG** = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

**VCOMWK** = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in subparagraph(h);

**VINVCOM** = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

**VINTGTESTCOM** = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h);

**PCEQP, PELEX, PIC, PLB, POFC, and POTH** are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

**CEQPo** = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

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

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

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

OFC<sub>i</sub> = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

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

<div>Works</div> <div>Component</div>	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	—	***%	***%	—
Communication Equipment (PCEQP)	—	—	—	***%	***%	—
Optical Fibre Cable (POFC)	***%	—	—	***%	—	—
30C x 1.5 sq mm signalling cable(S30C)	***%	—	—	***%	—	—
24C x 1.5 sq mm signalling cable (S24C)	***%	—	—	***%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	***%	—	—	***%	—	—
12C x 1.5 sq mm signalling cable (S12C)	***%	—	—	***%	—	—
9C x 1.5 sq mm signalling cable (S9C)	***%	—	—	***%	—	—
6C x 1.5 sq mm signalling cable (S6C)	***%	—	—	***%	—	—
4C x 1.5 sq mm signalling cable (S4C)	***%	—	—	***%	—	—
2C x 1.5 sq mm signalling cable (S2C)	***%	—	—	***%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	—	—	***%	—	—



2C x 2.5 sq mm signalling cable (S2C2.5)	***0%	—	—	***0%	—	—
2C x 25 sq mm signalling cable (S2C25)	***0%	—	—	***0%	—	—
0.9 mm dia, 6Quad cable (QC)	***0%	—	—	***0%	—	—
Labour (PLB)	***0%	—	***0%	***0%	***0%	***0%
Other materials	***0%	***0%	***0%	***0%	***0%	***0%
Total	100%	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

**FORMULAE FOR SIGNALING & TELECOM CABLE:-**

**The price payable for signalling cables is variable as per Price Variation Formula given below:**

**For Signalling Copper Cables:**

$$P_i = P_o + CuF (Cu - C_{uo}) + CCFCu(CC - C_{Co}) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + CuF (Cu - C_{uo}) + AlFCu(Al - A_{lo}) + CCFCu (CC - C_{Co}) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - A_{lo}) + CCFAI(CC - C_{Co}) + FeF (Fe - Fe_o)$$

**Where,**

$P_i$  = Price payable per KM as adjusted in accordance with Price variation clause.

$P_o$  = Price per KM of cable as per Purchase order.

$CuF$  = Variation factor for Copper

$C_{uo}$  = Price of copper Rod in Rs. Per MT

$CCFCu$  = Variation factor for PVC Compound for Copper Signalling & Telecom cable

$C_{Co}$  = Price of PVC Compound in Rs. Per MT

$AlF$  = Variation factor for Aluminium

$A_{lo}$  = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

$CCFAI$  = Variation factor for PVC Compound for Aluminium power cable

$FeF$  = Variation factor for Steel

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

(Prices per MT for  $C_{uo}$ ,  $C_{Co}$ ,  $Fe_o$ ,  $A_{lo}$  as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)

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

$CC$  = Price of PVC Compound in Rs. Per MT.

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

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

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

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

Underground Railway Signalling Cable unscreened and armoured copper conductor

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

$$P30Ci = P30Co + 0.391(Cu-Cuo) + 0.557(CC-CCo) + 0.425(Fe-Feo)$$

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

- (ii) Size 24C x 1.5 sq.mm

$$P24Ci = P24Co + 0.313(Cu-Cuo) + 0.481(CC-CCo) + 0.398(Fe-Feo)$$

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

- (iii) Size 19C x 1.5 sq.mm

$$P19Ci = P19Co + 0.248(Cu-Cuo) + 0.395(CC-CCo) + 0.343(Fe-Feo)$$

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

- (iv) Size 12C x 1.5 sq.mm

$$P12Ci = P12Co + 0.157(Cu-Cuo) + 0.277(CC-CCu) + 0.289(Fe-Feo)$$

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

- (v) Size 9C x 1.5 sq.mm

$$P9Ci = P9Co + 0.117(Cu-Cuo) + 0.241(CC-CCu) + 0.383(Fe-Feo)$$

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

- (vi) Size 6Cx 1.5 sq.mm

$$P6Ci = P6Co + 0.078(Cu-Cuo) + 0.199(CC-CCu) + 0.329(Fe-Feo)$$

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

- (vii) Size 4Cx 1.5 sq.mm

$$P4Ci = P4Co + 0.052(Cu-Cuo) + 0.152(CC-CCo) + 0.277(Fe-Feo)$$

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

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

$$P2Ci = P2Co + 0.073(Cu-Cuo) + 0.156(CC-CCo) + 0.3(Fe-Feo)$$

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

- (ix) Size 12C x 2.5 sq.mm

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

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

- (x) Size 2C x 2.5 sq.mm

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

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

- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C25i = P2C25o + 0.146(Al-Alo) + 0.303(CC-CCo) + 0.306(Fe-Feo)$$

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

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

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

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

- 46A.8** The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available. **(Clause 46A.8 part-II of GCC-2022)**

**46A.9(1):** Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under: **(Clause 46A.9 part-II of GCC-2022).**

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

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

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

**46A.10 Price Variation during Extended Period of Contract (Clause 46A.10 part-II of GCC-2022)**

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

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

**23. VARIATIONS IN EXTENT OF CONTRACT (Clause 41 part-II of GCC-2022):**

**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.

**Powers of Modification to Contract (Clause 42.(1) part-II of GCC-2022):** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

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

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

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

24. **Execution of Contract Documents) (Clause 13 part-I of GCC-2022):-** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the \_\_, \_\_ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railways as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work. **(Clause 8 part-I of GCC-2022):-**

25. **Document to be submitted along with the tender (Clause 14 part-I of GCC-2022):-**

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm)

or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

**(a) Sole Proprietorship Firm:**

(i) All documents in terms of Para 10 of GCC/2022 of the Tender Form (Second Sheet) above.

**(b) HUF:**

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

(ii) All other documents in terms of Para 10 of GCC/2022 of the Tender Form (Second Sheet) above.

**(c) Partnership Firm:**

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

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

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

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

(ii) A copy of Certificate of Incorporation

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

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

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

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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

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

(i) A copy of Certificate of Registration

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

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of Para 10 of GCC/2022 of the Tender Form (Second Sheet) above.

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

**(iv)** After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

**(v)** A tender from JV shall be considered only where permissible as per the tender conditions.

**(vi)** The Railway will not be bound by any change of power of attorney or in the composition of

the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**(Clause 15 part-I of GCC-2022):** The tenderer whether sole proprietor/a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected. **(As per Advance Correction Slip No. 3 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 26.04.2023)**

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

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

**26. Employment/Partnership etc. of Retired Railway Employees: (Clause 16 of part-I of GCC-2022)**

**(a) Should a tenderer**

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

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

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

**AND**

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

**THEN**

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

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

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

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

27. **Restrictions on the Employment of Retired Engineers of Railway Services within One Year of their Retirement: (Clause 59.9 of part-II of GCC-2022) :** 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 and forfeit his Performance Guarantee as well as Security Deposit.
28. **Provision of efficient and competent staff at work sites by the contractor (Clause 26 of part-II of GCC-2022):**
- 1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
  - 2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
  - 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.
29. **Recovery of Taxes:**  
Income Tax @ 2% (Two percent) on the Gross amount of each bill will be recovered from all the bills of the contractors in terms of Section-194 (C) of Income Tax Act-1961 and Ministry of Finance circular No. 593 dtd. 05.02.1991. In case of any revision / alteration in taxes, received from the Income Tax Department, the same will be taken into account as per the directives, however differences will be re-imbursed by/to the Railway as the case may be.
30. **Care in Submission of Tenders: (Clause 6 of part-I of GCC-2022) :-**
- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the 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.
  - 6 (a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/ rejected by the tax authorities due to reasons mentioned below but not limited to:  
Wrong/incorrect invoices issued by Contractor ;  
No-filing of GST returns:

Non-payment of GST collected from Indian Railways to the authorities;  
Any other non-compliance done by Contractor;

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

**Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law. **(New Para 6(a)(v), Part I of GCC shall be read as under: (As Per Rly. Bd's Letter No. 2022/CE-I/CT/GCC-2022/Policy dated 21.12.2023, Advance Correction Slip No. 6)**

- (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.

1. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith 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 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 6.1 of part-I of GCC-2022). (As per Rly. Bd's Letter No. 2022/CE-I/CT/GCC-2022/Policy dated 13.12.2022, Advance Correction Slip No. 2.**

**31. Wages To Labour (Clause 54 of part-II of GCC-2022) :**

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

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

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

- 32. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 (Clause 55-B of part-II of GCC-2022):** 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.

- 33. (Clause-55-C (i) of part- II of GCC-2022):** Contractor is to abide by the provisions of various labour laws



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

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
  - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
  - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
  - (ii) **While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."**
- 33 (a) **(Clause-55-D of part- II of GCC-2022)**. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":  
The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.
34. **JOINT VENTURE (JV) IN WORKS TENDERS (Clause 17 of part-I of GCC-2022):-**  
Participation of Joint Venture (JV) in Works Tender **(Clause 17 of part-I of GCC-2022)**: This para shall be applicable for works tenders wherein tender documents provide for the same.
1. Separate identity/name shall be given to the Joint Venture.
  2. Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
  3. 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.
  4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
  5. Bid Security shall be submitted by JV or authorized person of JV either as :
    - i. Cash through e-payment gateway or as mentioned in tender document, or
    - ii. Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of

submission of tender.

6. A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith 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.
7. Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
8. Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
9. Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
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.
11. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
  - 11.1 **Joint and Several Liability** - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - 11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
  - 11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
12. **Authorized Member** - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the **Contract**, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV. (**As per Advance Correction Slip No. 3 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 26.04.2023**).
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.
14. Documents to be enclosed by the JV alongwith the tender:

- 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.
- 14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
  - (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
  - (iii) A copy of Certificate of Incorporation
  - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
- 14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
- (i) A copy of LLP Agreement
  - (ii) A copy of Certificate of Incorporation of LLP
  - (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
  - (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
  - (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- 14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
- (i) A copy of Certificate of Registration
  - (ii) A copy of Memorandum of Association of Society/Trust Deed
  - (iii) A copy of Rules & Regulations of the Society
  - (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- 14.6 **All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.**
- 14.7 A power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it

carries a confirming Apostille certificate. (As per Advance Correction Slip No. 3 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 26.04.2023)

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

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

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

The technical eligibility for the work as per para 10.1 of GCC/2022 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) **For works with composite components**

The technical eligibility for major component of work as per para 10.1 of GCC/2022 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non- lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

**Note for Para 17.15.1:**

a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*

b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

15.2 **Financial Eligibility Criteria:**

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 of GCC/2022 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 of GCC/2022 above.

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

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

15.3 **Bid Capacity:**

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 of GCC/2022 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

35. **Participation of Partnership Firms in works tenders (Clause 18 of Part-I of GCC-2022:**

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

the Indian Partnership Act.

2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
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.
4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

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.
6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
7. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
8. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
9. In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) **Joint and several liabilities:**

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

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

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

contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
  - (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- i. A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
  - ii. A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
  - iii. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
  - iv. All other documents in terms of Para 10 of GCC/2022 of the Tender Form (Second Sheet).

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 Para 10 of GCC/2022 of the Tender Form (Second Sheet) above.

(Signature)

(Designation)

Signature of Tenderer(s)

Date \_\_\_\_\_

East Central Railway, Dhanbad

Date \_\_\_\_\_

**36. Mode of Payment in Works Tenders or Service Tenders through “ Letter of Credit” ( Ref. Railway board letter No.2018/CE-I/CT/9 dated 04.06.2018**

1. For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
2. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall a firm having read over and agreed to the terms and conditions of the LC option.
3. The option so exercised, shall be an integral part of the bidder’s offer.
4. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
5. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - (a) The LC shall be a sight LC.
  - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts office has its Account (Local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
  - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
  - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
  - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
  - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway’s bank (Local SBI Branch.)
  - (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
  - (k) The payment against LC shall be subject to verification from Railway’s Bank (Local SBI Branch).
  - (l) The contractor’s bank (advising bank) shall submit the documents to the Railway’s Bank (Local SBI Branch).
  - (m) The railway’s bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor’s bank (advising bank) for crediting the same to contractor’s account.
  - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
  - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

37. (A) **Extension of Time in Contracts (Clause 17(A) of part-II of GCC-2022) (As per Rly. Bd's Letter No.2022ICE-I/CT I GCC-2022/Policy dated 14.07.2022, (Advance Correction Slip No.1):**

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

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.
- The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself. The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- (B) **Extension of Time with Liquidated Damages (LD) for delay due to Contractor (Clause 17(B) of part-II of GCC-2022):** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, Between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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



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

**NOTE:**

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

**38. Demand for Arbitration**

**New Clause 64(1)(i)(a), Part-II of GCC shall be read as under (As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, Dated 04.03.2025 . (Advance Correction Slip No. 10):-**

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

**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 (As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, Dated 04.03.2025 . (Advance Correction Slip No. 10):-**

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

**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 determined as per the rates 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.

Reference Para 64.3 & 64.6

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

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

Brief of claim:

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

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

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

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

**Agreement under Section 31(5)**

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

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

**\*Strike out whichever not applicable.**

**Reference Para 64.(3)**

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract**

1. Name:

2. Contact Details:

3. Prior experience (Including Experience with Arbitrations):

**4. I do not have more than ten on-going Arbitration cases with me.**

5. I hereby certify that I have retired from Railways w.e.f. \_\_\_\_\_ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.

6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

**Or**

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

**Or**

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

**Or**

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under.

[illegible]

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

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](http://www.ireps.gov.in) . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) \*\* ----- and all my/our constituents understand that my/our offer shall be summarily rejected. **(As per Advance Correction Slip No. 4 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 07.08.2023)**
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year. **(As per Advance Correction Slip No. 4 letter No. 2022/CE-I/CT/GCC-2022/Policy dated 07.08.2023).**
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Dated:

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

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

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

1. I/we certify that .....(constituent firm/ constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/ CONSTITUENT PARTNER

Place:  
Dated:

\*\*\*\*\*

**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 hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹\_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;

(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is.....with..... and hence required to deposit only 50% of Bid Security.

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

.....  
Signature of Tenderer(s)

Date:

Full Address of the Tenderer(s)

.....  
**(As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, Part-I, Dated 25.09.2024 . (Advance Correction Slip No. 7):-**



**TENDER FORM (Second Sheet)**

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

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

**4. 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.

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

6. 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.

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

**8. Bid Security:**

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to \_\_\_\_\_ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
  - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
  - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

**TENDERER'S CREDENTIALS (BID CAPACITY)****\_\_\_\_\_ RAILWAY**

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

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

Where,

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

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

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of railway for statement all works in progress and also the works which are awarded to tenderer but yet not started upto 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 upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

**(Bid Security)**

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

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.**

**: Date:-----**

In consideration of the President of India acting through----- **(Designation & address of Contract**

**Signing Authority)**, ..... Railway, ....., .... (hereinafter called "The Railway")  
having

invited the bid for\_\_\_\_\_through Notice inviting tender (NIT) No..\_\_\_\_\_, We have  
been informed that ..... **[Insert name of the Bidder]**.....**(hereinafter called "the Bidder")**  
intends to submit its bid (hereinafter called "the Bid").

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

**AND**

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

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

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will

in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue]till .....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

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

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

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

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

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

Date ..... ..

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

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

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

**separately:NAME OF BIDDER/JV PARTNER:**

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

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

### SEAL AND SIGNATURE OF THE BIDDER

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

*(Signature of Chartered Accountant)*

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

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

**(Seal)**

**PART-II ANNEXURES**

**ANNEXURE – VII  
Reference Para 17B  
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 liquidated damage fixed earlier) will be recovered from you as mentioned in Clause 17B 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

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered IREPS Email.

PROFORMA OF TERMINATION NOTICE

\_\_\_\_\_  
RAILWAY

(Without Prejudice)

No. \_\_\_\_\_ Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

Forty eight hours (48 hrs.) 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 48 hours' 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 on \_\_\_\_\_ at \_\_\_\_\_ 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 measurements, 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 measurements shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India

**(As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, Policy, Dated 20.12.2024 . (Advance Correction Slip No. 8):-**

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

ANNEXURE – XVII

Reference Para 16(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

Through .....,

.....,

Railway.

Date.....,

.....,

Surety Bond No: .....,

Issue Date: .....

Amount of Bond: .....

Expiry Date .....

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

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

AND

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

**SB No:**

**Date**

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

1. KNOW ALL MEN by these present that I/We, the undersigned insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX) ( (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.



3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX( Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter 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.

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

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

c. Unless the bank is served a written claim or demand on or before XXXX (date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated     the day of 2024.

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

Place

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney/J 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.

**(As per Rly. Board. Letter. No.2022/CE-I/CT/GCC-2022/Policy, Part-I, Dated 09.01.2025.  
(Advance Correction Slip No. 9):-**

**FORM OF BANK GUARANTEE BOND**

1. In consideration of the President of India acting through **FA & CAO, East Central Railway/ Hajipur** (here in after called “The Government”) having agreed to exempt \_\_\_\_\_ (herein after called “The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ **Vide LOA No.** \_\_\_\_\_ made between **Executive** and **Vendor** \_\_\_\_\_ for **Name of work** \_\_\_\_\_ (hereinafter called the “The said Agreement”) of **security deposit** for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees only), we, \_\_\_\_\_ (Indicate the name of the bank) (herein after referred to as “The Bank”) at the request of contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ Against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be in force till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **FA & CAO, ECR/Hajipur** (Office/Department), Ministry of **Railway** certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is \_\_\_\_\_ made on us in \_\_\_\_\_ writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder

to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time or to postpone for any time or from time to time any of the powers exercise able by the Government against the said Contractor(s) and to for bear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contrator(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
7. We \_\_\_\_\_, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of

20For \_\_\_\_\_

(Indicate the name of Bank)

Place:-

Date:-

**Note:-No extra clause/Notwithstanding clause accepted by railway.**

## **SPECIAL CONDITION OF WORK.**

**SCOPE OF WORK:-**(a) This work involves cable trenching, laying, foundation & Erection of Location Box, signal post & unit. It also includes installation, testing & commissioning of ELB for and other related work for interlocking of these LC gates. LC gate and section is as mentioned below:-

- i. LC Gate No.30/C/E in between KMHT-RRME, 15/C/E in between KCKI-CNF & 12/C/E in between DTO-KFT.
- ii. LC Gate No. MC-9- Section of Jamuniatand Halt-Chandrapura

(b) Supply of all items as per Schedule of work "A" & "B" (SOR & Non SOR item).

### **Note:- Call Before u Dig-**

As advised by Railway Board, it is mandate for all excavating agencies carrying out excavation work to use "Call Before u Dig" (CBuD) mobile app (downloadable from Google Play / Apple Store) to coordinate with owners of existing utility assets to safeguard from damage. It will provide an interface for excavation agency / contractors to alert / inform owners of existing utility assets about upcoming excavating route. While using this app, whenever an excavating agency indicates excavation, local official of all assets owners whose contact details are mapped in that region will be instantaneously alerted via SMS/eMail by CBuD. Thereafter, the official of the assets owner of existing infra which may include outside agency other than Railways is expected to contact the excavation agency. Now both the agencies jointly ensure that excavation can be undertaken without damaging underground utilities. For excavation within Railway boundary, prior permission from concern department, will continue to be taken by the excavation agency, as being done presently. (Reference – Railway Board Letter No.2020/Tele/11(6)/1(3329554), Dt.02.12.2023.).

**UDIN-** 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. (As per Letter No. ECR-HQ0ENGG(CONT)/0009/2025, date. 18.11.2025).

### **S&T Policy No. 09/2024 (Letter No. ECR-HQ0SnT(GENL)/41/2020(5954) 21.05.2024.**

Penalty for cutting/ damaging the Railway cable by firm/ contractor/ agency:

(i) Penalty should be levied on the contractor when they work without permission or resort to careless working without making proper arrangements for protecting cables and other utilities. Level of Penalty to be imposed for damages to cable/utilities shall be as under:

Cable Damaged	Penalty per location (Rs.)
Only Quad cable or Signaling cable	1.0 Lakh
Only OFC	1.25 Lakh
Both OFC & Quad	1.5 Lakh
Electrical Cable	1.0 Lakh
Telecom PIJF Cable	0.5 Lakh

(ii) Necessary debit in this regard will be raised by the cable/utility owing department on the executing agency undertaking the work, who shall levy and recover the penalty from the defaulting contractor. The executing agency may make necessary provision in the contract to enforce the penalty.

(iii) For penalty to be imposed for each cable cut, a joint report should be prepared on the same day at the level of supervisors of executing unit and affected unit. Responsibility of unit to be fixed based on the joint note and joint sketch. If supervisor of executing unit refrain from signing of the joint note then DAR action may be initiated by concerned department against the associated supervisor.

(iv) The defaulting contractor/ agency/ unit (on basis of penalty imposed based on joint report) may appeal against the penalty. For this, they may apply to ADRM of the division through proper channel within one month of receiving the penalty notice along with complete documents and detailed justification. ADRM may enquire over the matter and decide on the appeal after consulting all concerned department/ documents. In case where defaulting contractor has extended help in restoration, the penalty can be reduced to an extent as deemed fit by ADRM. Decisions taken by ADRM shall be final and also be binding on all parties.

(v) In case of cable cut/ damage due to miscreant activity or anyone working without permission then an information to be given by divisional Control of affected department to Security Control in division for instant preventive action followed by formal complaint by concerned SSE/JE of affected unit to concerned RPF Post for registration of criminal case. Thereafter, joint report should be prepared on the same day at the level of supervisors of RPF and affected unit (owner unit of asset). Case registered by RPF, being a legal procedure at disposal of the Court, would not be withdrawn.

**Penalty not to be imposed in case of following:**

Where works are executed by authorized contractors of Railways/ department who have been allowed/ permitted to work in the location & firm is obeying all the prescribed Rules framed by Railways and as per joint sketch but it is found that incorrect cable marking is given by concerned affected department as per initial joint survey.

**1.0 GENERAL:**

The following special condition shall apply to contract for the supply of plant & machinery and manufactured equipment's and for services connected with Transportation, installation and commissioning. But where they differ from the general condition of contract and additional condition for supply of stores, the special condition shall over-ride the general conditions of contract and additional conditions for supply of stores.

**2.0 These "Specials Conditions" the clauses of the tender condition and instructions to Tenderers and for technical specifications.**

The stipulations made in the schedule of rates and quantities, shall govern the work done under this contract in addition to and or in that suppression of the Indian Railway. Indian Railways Standard General Conditions of Contract- 2022 and regulation and instructions to tenderers and standard form of contract of Engineering Department latest embodying corrections up-to-date. Where there is any conflict between the tender condition and instructions to the tenderers special condition, technical specifications, stipulation contained to schedule of rates and quantities on the one hand and general conditions of contract and regulation and instructions to tenderers and standard form of contract, the former shall prevail.

**3.0 TAXES**

- 3.1.
- i). This is a works contract and no sales tax will be payable.
  - ii). The rates of materials shown in the schedule will be inclusive of all taxes of Central Government & State Government.
  - iii). GST is applicable as per rule.
  - iv). I.T. @ 2% will be recovered from the bill (Surcharges @ 15% on I.T deleted as Rly. Bd's Letter No. 2022/AC-I/4/3 dated 15.07.2022).

4.0. **RAILWAY OFFICE AND ADDRESS :**

- 4.1 The addresses for correspondence and for documents relating to the contract is Sr. Divl. Signal & Telecommunication Engineer, East Central Railway, Dhanbad 826001. All policy, contractual, design, drawing and progress of field works and billing correspondence to be done to Section Engineer or Section Officers who will be nominated for the work which can be modified by Sr. Divl. Signal & Telecommunication Engineer, East Central Railway, Dhanbad.

4.2. **STORE TO BE SUPPLIED BY RAILWAYS:**

- a). The materials will be supplied by **Sr. Section Engineer (Signal) / Store / Dhanbad** or as specified by Competent Authority after producing indemnity bond equal to the cost of materials. The quantities of materials required to be supplied each time to the contractor will be on the basis of progress of the work. The contractor will be responsible for checking before taking delivery of materials. The receipt of the materials shall be acknowledged by the contractor or of his authorized representative mentioning details of materials and quantities. The left out unused materials shall be returned to the store department by the contractor at his own expenses.
- b). **Indemnity Bond** : The contractor shall furnish an indemnity bond for a sum equal to the cost of the materials proposed to be taken by him. The quantity of materials that shall be given for execution at any time shall not exceed the value of the indemnity bond furnished by him as per rule.

5. **STORE TO BE SUPPLIED BY CONTRACTOR:**

- 5.1. a). All materials specifically supplied by Contractor as per contract to be supplied to the **Sr. Section Engineer (Signal) / Store / Dhanbad or as specified by Competent Authority** . These shall include the materials (as per work schedule) in addition to any other materials, which may be considered necessary for execution of the work according to specifications and schedule of work.
- b). Contractor will carry all the materials either railway supplied or contractor supplied from **Sr. Section Engineer (Signal) / Store / Dhanbad or as specified by Competent Authority** to the site of work at his own cost and arrangement
- c). **Instruments to be arranged by contractor** :  
All instruments required for testing like Megger, Multimeter, Magneto telephone etc. shall be arranged by the contractor at his own expense.

6. **FORCE MAJEURE Clause (Clause 17 of part-II of GCC-2022):-**

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

7. **AGREEMENT :**

The successful tenderer shall have to perform agreements within 15 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions, in such form as the railway may prescribe and lodge the same with the railway together with the condition of contract, specification and schedule of price referred to therein duly completed.

8. **PROGRAMME OF WORK:**

- a) The Contractor shall be held responsible for the execution of the works according to the time schedule given above for the execution of the work in full compliance of the specifications and the various clause of the supplement technical specification, instructions and Drawings failure to comply with any of these will be dealt with as per provision laid down in general condition of contract and instructions for tenders of the Engineering Department of East Central Railway.
- b) The contractor is liable to carry out the extra work up to 25% of quantity for item under the same terms and conditions of the agreement.
- c) The contractor shall have necessary resources to execute the work, so that the work is to be completed within the specified period mentioned in the agreement.
- d). Program of execution of work at site shall be intimated to the Railway before commencement and completion.

9. **INSPECTION :**

- i). The contractor should bear the cost of inspection of all materials both unfinished and finished products at his or at the manufacturer's premises by the Railway's representative. The correctness and quality of the various items shall be checked by the Railway's representative before installation is commenced. If required, they should take necessary measures to ensure that the works at various stages are in order and to the specification prescribed by Railway.
- ii). Railway's Engineer appointed for this purpose will inspect and test the various portions of the equipment as per relevant specifications given in the tender and the Railway's Engineer may inspect the work at all stage and shall have full powers to reject all or any that he may consider to be defective or inferior in quality or material or workmanship or design to what is called for in the specification. The contractor shall carry such test at his works as are necessary in the opinion of the Railway to ensure that specifications in the correct are being complied with.
- iii) High value materials, having complex Technology for which Consignee is not equipped to test the materials, may be tested in the Laboratory/Factory premises to confirm, whether they meet the Specification or not. The inspecting authority should clearly reflect deviations vis-avis Standard Parameters.
- iv) In case , it is not possible to test the material at the Laboratory/Factory premises by Consignee then the contractor should submit the relevant document such as OEM's invoice, Test Certificate, Delivery Challan, Warranty Certificate etc., in absence of which the required Tests will be got done from an Authorized / Reputed / Recommended Test Laboratories.  
*(Authority : Railway Board's letter No.2013/Vig/01 dated.16.04.2015 & GM/S&T/HJP's letter No.ECR/S&T/S/Policy/101/Pt.I/226 dated.13.05.2015).*
- v). The contractor shall provide at the point of production, apparatus and labour for making the required tests under the supervision of the Railway or its representatives.
- vi). Tests may be made at the point of production or on samples submitted and may also be made at the destination.
- vii). All the inspections will be carried out by the inspecting Authority at the original manufacturer's premises only who are supplying these items, but not any other places in case of important and large value items. The cost of stay of the Railway inspecting official shall be borne by the Railway.
- viii). If the product, which arrives at the destination, does not meet the requirements of the specifications if may be rejected.
- ix). During the execution of the contract, samples may be taken from all the materials employed for the purpose of test and/or analysis under the conditions laid in specification, such samples to be prepared for testing and forwarded to the works laboratory selected by the Railway free of cost to the Railway.
- x). The cost of all tests and /or analysis effected at the manufacturer or contractor's work shall be borne by the contractor for all the test required as per tender specification.
- xi). The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.



- xii). Inspecting authority shall be the Railway's own Engineer or any other authority such as RDSO, as shall be nominated by the Railway. In case inspection is waived, the waiver certificate shall be issued within 10 days of call notice.
- xiii). For the service rendered by the RITES for inspection of materials supplied by the contractor in works contract, inspection charges @1% of the cost of materials including all taxes, excise duty etc. are to be borne by the contractor & no inspection charges are payable to RDSO by contractor for RDSO Inspected materials.
- xiv If inspection authority change from RDSO to RITES inspection charges @1% of the cost of materials including all taxes, excise duty etc. are to be borne by the contractor

10. **STORAGE OF MATERIALS:**

Storage of materials, tools and machinery used by the contractors shall be done in orderly manner and anything used by the contractor for the execution of work should in no way cause a danger or hindrance to the working of the railway or to the movement of its staff or passengers.

11. **CONTRACTORS RESPONSIBILITY**

All costs, damages or expenses which railway may have paid, for which, under the contract, the contractor is liable may be deducted by the railway from any money due or becoming due by him to the contractor under the contract or may be recovered by action of law or otherwise from the contractor. The Railway reserves the right and is at liberty to retain security deposit/Performance Guarantee, any payment due to the contractors under the contract and the money retained under Clause 16 (I) of the Indian Railways Standard General Conditions of Contract- 2022 for execution of works and to set off against such deposit, payments, and money retained all claims whether arising out of this contract or out of any other transaction or claim whatever against the contractor.

12. **DISCREPANCIE IN TENDER BOOKS DOWNLOADED FROM WEBSITE :-**

If any discrepancies is found in the tenders books downloaded from the website the original book available in this office will prevail as authenticated and genuine tender book.

13. **ATTESTATION OF ALTERATION :-**

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer / tenderers in his/their entries must be attested by him/them.

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

15. **EXECUTION AT SITE :**

- 15.1 The contractor shall abide by all the railway rules relating to safety of personal or railway operation.
- 15.2 The contractor shall not do any work that may interfere with traffic until protection has been provided by railway.
- 15.3 The contractor shall ensure that his technical Supervisor / Engineer is always available at the site of work during the execution period till commissioning and during the period of maintenance supervision to ensure that no time is lost in correspondence. Any written order or instructions, which the railway Engineers may give to such representative of the contractor shall be deemed to have been duly given or communicated to the contractor.

16. **SITE REGISTER :**

Site register will be maintained at site of work and contractor / representative and Railway Engineer or authorized representative will sign the site register during the execution of work.

17 MEASUREMENT :

- 17.1 The measurement of quantities for the purposes of payment to the contractor shall be undertaken section wise jointly by the representative of the Sr. Divisional Signal & Telecommunication Engineer, East Central Railway, Dhanbad and the contractor in course of and on completion of work item wise as included in schedule attached hereto.
- 17.2 The measurement of quantities shall be made only after ensuring conformity with the specifications and various clause of the supplement “Technical specification, instruction and drawings”.

18.0 PRICES:

- 18.1 Unit prices offered against the various items in schedule will include besides labour the following element of cost.
- i). The rate shall be quoted both in the figures and words for each items, only one rate is to be quoted for each item. The price shall be quoted in rupees for the units under metric system.
  - ii). The rates quoted by the tenderer shall be inclusive of all taxes, royalty, octroi etc., whenever leviable and should be included in the rates. No claim for octroi or any other taxes etc., shall be entertained by the Railway at any later stage and on any ground whatsoever .
  - iii). Cost of all materials required for their transport to site and all other incidental connected therewith excluding the materials supplied by the railway.
  - iv). Cost of transportation of materials supplied by railway or contractor from place of delivery to the site of work will be born by the contractor.
  - v). Collection of balance cables / materials left over the work if any, and material released and handed over to the railway engineer at specified location.
  - vi). Cost of carriage, loading and unloading of materials supplied by the contractor from the place of delivery to SSE(S)/Store and transportation of all materials required to the actual site of work .

19.0 COMPLETION OF WORK:

- 19.1 The work should commence within 10 days after issue of LOA and to be completed in all respect within the period as mentioned in NIT.
- 19.2 In the event of the failure to complete the work in schedule time , necessary action will taken as per provision of Indian Railways Standard General Conditions of Contract- 2022.

20 MODE OF PAYMENT

ON ACCOUNT OF PAYMENT: Subject to any deductions or recovery which the railway may be entitled to make under contract, the contractor will be entitled to be paid from time to time by ways of “On account” of payment only for such works as in the opinion of the Engineer, he has executed in the terms of contract.

21.0 Running on account & final Payment will be made as under :-

**1. For Purely Supply Items:** 90% of the value of each Supply Item of Works will be Paid after supply of items and on production of the following documents:-

- i) Receipt of Material at Consignee’s depot.
- ii) Original Inspection certificate/waiver of inspection issued by inspecting officer.
- iii) Manufacturer’ inspection certificate that the materials are in accordance with the specifications of the contract.
- iv) Invoice in duplicate.
- v) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.
- vi) Store receipt certificate issued by Railway official/Representative as per format as **Annexure-R** of existing Tender document (Copy enclosed).

- a. 5% percent payment for purely Supply Items against tender schedule of works will be made after successful commissioning of the station.
  - b. The balance 5% percent payment for purely Supply Items against tender schedule of works will be made after Completion of Work, with Final Bill of the Contract.
- 2. For Supply & Installation Items:** 90% percent payment for Supply & Installations items against tender schedule of works will be made after successful installation & testing and on production of the documents mentioned above in Para 1. On account bill shall be paid only on production of certificate by the site Engineer that relevant portion of installation has been completed.
- a. 5% percent payment for Supply & Installation Items against tender schedule of works will be made after successful commissioning of the Station.
  - b. The balance 5% percent payment for supply & installation items against tender schedule of works will be made after completion of work with final bill of the contract.
- Note: In case commissioning of station is delayed by more than 06 months on Railway Account and the physical work has been completed by the contractor in totality then 5% payment on account of commissioning of the station shall be released to the contractor. (As per letter No. ECR/S&T/Works/Corresp. dated 23.03.2021)**
- 22.0 SUBMISSION OF BILLS :
- All bills will be submitted to the Sr. Divisional Signal & Telecommunication Engineer, East Central Railway, Dhanbad.
- 23.0 WARRANTY /MAINTENANCE PERIOD :
- Warranty period of the executed work shall be 12 months from the certified date of completion of the work, the contractor shall rectify the defect raised in the executed work due to bad workman ship or inferior quality of materials. During the warranty period the contractor shall replace/ repair all the defective arise in executed work or materials supplied by the contractor free of cost. Railway will keep the security Deposit for a period of 12 months from the date of completion of work to safeguard the railway from any fault arises after completion of work.
- 24 Release of Security Deposit :
- Security Deposit unless forfeited according to terms and conditions, will be released after expiry of warranty /maintenance period 12 months on receipt of 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 contractors and that there is no due from the contractor to Railway against the contract concerned. Before releasing the SD an unconditional and unequivocal no claim certificate from the contractor should be obtained.
- 25.0 SAFETY MEASURES:
- 25.1 While execution of the work, proper safety of railway properties is to be ensured. While undertaking earth work / digging work in the vicinity of Signalling, Telecom and Electrical cables / other assets - preventative and post cable / asset damage measures as per ECR guideline is required to be followed in terms of Railway Board letter no.2021/Tele/5(2)/3- Part(1)(3425647), Dt.12.06.2023 and ECR S&T Policy No.09/2024 (JPO No. ECR/HQ/JPO/efile no.261966). In case of Cable cut / damage by the contractor while execution of the work, necessary penalty will be imposed as per ECR guideline.
- 25.2 The work shall be carried out under train running conditions in the busy main line & working yards taking care that the existing working cables and other safety gears are not damaged during the trenching and laying of new cables. Further, new work is carried out keeping the existing gears intact, commissioning of work and ensuring safety of manpower and running of train safely. Submission/acceptance of disconnection memo and non- interlocking of the yard without effecting the punctuality and overall safety of the travelling public are also to be taken into account. Extra safety precautions shall, therefore, have to be taken during execution of this work.

**Annexure – R.**

(As per letter No. ECR/S&T/Works/Corresp. dated 23.03.2021)

**RECEIPT CERTIFICATE (FOR SUPPLY ONLY)**

**From: Sr. Section Engineer/Section Engineer (Signal/Works)  
East Central Railway.**

**No.**

**Date:**

1	Contract No.	
2	Name of Work.	
3	Item No. As in Rate Schedule.	
4	Description of Item.	
5	Material Inspected by:	
6	Dispatch particular & date.	
7	Quantity as per dispatch particular.	
8	Quantity received.	
9	Quantity short received.	
10	Condition of Stores Received.	
11	Name of Firm & Address.	
12	Place of receipt.	
13	Date of receipt.	
14	Ledger No.	
15	Name & designation of stores In-charge.	

**Signature of Stores-in-Charge**

PERFORMA FOR THE WORK PERFORMANCE GUARANTEE.

To  
The President of India,

I/We..... hereby  
guarantee that the design on the basis of which we have submitted our Tender  
No..... has been carefully made to confirm  
to the end in objectives in the tender documents and to technical specification  
therein. We further guarantee that in the event of the performance of the  
equipment and /or work, when installed, not complying with the end objectives  
or with the specifications contained in the tender documents, we shall provide  
further inputs to enable the Railways to realize the end objectives contained in  
these documents without any additional payment for any additional equipment  
which may be required in this regard. We further guarantee that all the expenses  
including the expenses incurred in India for providing the additional inputs under  
the System guarantee will be borne by us. We further guarantee that these  
additional inputs will be provided by us to make the system workable within 8  
months from the date on which this guarantee is invoked by the Purchaser.

(Signature of the firm's authorized Officer)

Seal :

Signature of Witness :

1.....

2.....