

## CPWD DSR 2021/USSOR 2021 (OT – 17-2023 onwards)

(Modified as per IRSGCC April 2022 duly incorporating advance correction slip No.1, vide Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dt.14.07.2022 , advance correction slip No.2 vide Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dt.13.12.2022 and advance correction slip No.3 vide Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dt.26.04.2023).

### SOUTHERN RAILWAY PALGHAT DIVISION

#### SPECIAL CONDITIONS OF CONTRACT

- 1.0) The work under this tender shall be governed by the "Delhi Schedule of Rates **2021**, Central Public Works Department" corrected up to date, "**Central Public Works Department Specifications 2019**" **updated with** , IRS Specifications and approved specifications to the relevant IS codes wherever IRS specification are not available. CPWD Specifications 2019 Vol I & II updated with correction slips/USSOR 2021 version 1, issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract. "The regulations for tenders and contracts", "Special Conditions of Contract", "Tender Agreement form", "General Conditions of Contract 2022 corrected up to date of submission of tender", "The Contract Labour (Regulation & Abolition) Act 1970" and "Central Rules, 1971", as amended from time to time and specific drawings issued for the purpose of this work govern this contract. It may be noted that the "General Conditions of Contract April 2022" is uploaded along with Tender for reference of relevant clauses..
- 2.0) **SITE INSPECTION BY THE CONTRACTOR:**  
It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 3.0) If there is any variation between the description in the tender and the detailed plans, the Engineer in charge will operate the correct description and his decision is final and binding on the tenderer/contractor.
- 4.0) The materials that are to be supplied and used for the work by the contractor should be as per the relevant IRS Specifications/ IS codes( if no IRS specification are available) and should be approved before use/procurement by the Engineer in charge.
- 5.0) **SERVICE ROADS:**  
The Railway does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can, however, make use of the service roads, wherever they exist free of charge. Wherever required, the contractor shall form service road to approach site of work, cost of which is included in the rate quoted. However, Railway shall be free to use such roads for its work free of charge.
- 6.0) **ANTILARVAL WORK:**  
The contractor shall be responsible for anti larval work at his cost during the progress of work as may be prescribed by the Engineer in charge on the advice of the Railway Medical authority and where the use of insecticides is involved, it shall be made in accordance with the provision of the Act and rules in this behalf at the cost of the contractor who shall also be solely responsible for any acts of omissions under the provision of the aforesaid rules.
- 7.0) Inter-State Migrant Workmen (Regulations of employment and conditions) Act 1979 shall apply to this contract. The contractor shall obtain a license under the Inter-State Migrant Workmen (Regulation of employment and conditions of service Act 1979) from the Assistant Labour Commissioner (General) concerned if he has to employ five or more Migrant Workmen for the execution of the work.
- 7.1) The contractors shall obtain a proper and valid license for the work from the Asst. Labour Commissioner or the Licensing officer of the area in Form-5 under provisions of contract Labour (Regulation and Abolition) Act 1970 read with Contract Labour (Regulation and Abolition) Central Rules 1970, if he has to employ more than specified numbers of Labour during the course of execution of work and shall submit the same to the Engineer (Divisional Engineer) before commencement of the work.
- 7.2) The Bonded Labour System (Abolition) Ordinance 1975 would apply to the present contract. The

contractor shall comply with the provisions thereof.

- 7.3) Contractor should not employ Any Labour below Age of 15 yrs at any times either directly or through subcontractors, any violation noticed during execution of work will invite a penalty of Rs.2000/- per occasion.
- 7.4) Tenderer(s)/Contractor(s) engaging private persons as labourers/supervisors or in any other capacity in connection with execution of work under the contract, should get the antecedents of all such persons verified and should ensure that only such persons, who do not have any criminal records and/or not involved with anti-social elements and who are appropriate for carrying out works in the railway premises or works involving safety of passenger and goods trains, are engaged by him/them. The Tenderer(s)/ Contractor(s) should issue to all such private persons clear photo identity cards under their authority. A list of names of such persons working in the area should be furnished to the Engineer in-charge. The Tenderer(s)/Contractor(s) are liable for all the commissions and omissions of all such persons engaged by them.

**Provision of Efficient And Competent Staff At Work Sites By The Contractor – (Railway Board's letter No.2012/CE-I/CT/O/20 dated 10.05.2013. Modification of Clause-26 and introduction of Clause – 26 1-3 to Indian Railway's Standard General Conditions of Contract April 2022.**

- 8.1) 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 and 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.
- 8.2) 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.
- 8.3) 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.

**Deployment Of Qualified Engineers At Work Sites By The Contractor -26 A of SGCC April 2022 and sub clauses, and as per railway Bd. Letter No.2012/CE-I/CT/O/20 dt. 10.05.2013.**

- 8A.1 The contractor shall also employ Qualified Graduate Engineer(s) or equivalent, or Qualified Diploma Engineer(s), based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
- A.2 One qualified Graduate Engineer when the cost of the work is *Rs. 200 lakhs* and above.
- 8A-3 One qualified Diploma holder (Engineer) when the cost of the work to be executed is more than *Rs.25 lakhs but less than Rs.200 lakhs.*
- 8A-4 The contractor should also maintain a site office at his own cost where he or his authorized representative would be available for taking instructions and discussions. In addition technical staff should be available at site to supervise the work and to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of *Rs.40,000/ (Rupees Forty thousand)* for each month or part thereof for the default in case of Graduate Engineer and *Rs.25,000/- (Rupees Twenty five thousand)* for each month or part thereof for the default in case of Diploma holder (Engineer).
- 8A-5 The decision of the Engineer in charge as to the period for which the required technical staff is to be employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.
9. Temporary structures required for storage of cement, steel and any other materials and tools and plants, etc. have to be provided by the contractor at his own cost. These should be removed after completion of the work. Railway will only provide suitable land for construction of the temporary shed free of cost if feasible and readily available.

**10.0). DISMANTLING OPERATIONS & HOUSE KEEPING. COVERING AND SITE CLEARANCE**

Dismantling operations are to be carried out at the sole risk and liability of the contractor. The contractor shall take due care to ensure that during dismantling released materials, debris, etc do not fall down and cause any obstructions or damage to adjacent building or injury to the staff or labourers, plant and machinery deployed for work.

- 10.1) Released materials and other debris of dismantling should be removed and stacked at places as directed by the Engineer in charge and made over to SE/PW/Works/Bridges.
- 10.2) In addition to and without prejudice to what is provided in the clause No.40(2) of the Railway's General Conditions of Contract, the contractor shall ensure proper housekeeping and covering of all works, goods, materials equipments etc; at work sites without any inconvenience or difficulty or danger to the railway users/staff and train services. The contractor shall clear the works sites duly removing all the debris/surplus/released/scrap materials, equipments and machinery etc.; completely and properly as directed by and to the satisfaction of the Engineer -in-charge and hand over the site in clear condition duly handing over all the Railway materials completely after such stage or on entire commissioning of the work as acquired by the Railway.
- 10.3) For failure to do the above, within fifteen (15) days of receipt of notice thereof from the Engineer-in-charge without prejudice to the other remedies available to the Railway under the contract, payment of the on account bill shall be restricted to ninety (90 %) of the bill amount and the balance payment shall not be payable till such time the site is covered/ cleared/returned/handed over to the Railway and a certificate to that effect is issued by the Engineer-in-charge. The decision of the Engineer-in-charge is final in this regard and the contractor is not eligible for any compensation and shall make no claims whatsoever.
- 11.0) **SUPPLY OF RAILWAY PLANT. MACHINERY. ETC:**  
Unless otherwise specified in the tender schedule/special conditions, the contractor should make his own arrangements for the required tools and plants and machineries, as and when required to carry out all the items of works of the contract.
- 12.0) Payments as specified in the schedules will alone be admissible. No site installation charges will be payable and the tenders with such conditions are liable to be rejected.
- 13.0) Any obstructions such as service lines, water pipe lines, cables, sewers, etc. met with during the progress of the work should immediately be reported to the Engineer in charge.
- 14.0) Temporary arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the contractor at his own cost, if the existing mains are affected during execution of foundations as directed by the Engineer in charge. However, for underground cables, etc. encountered while excavation of the same shall be got done through separate agencies or departmentally by the Railways.
- 14.1) The works should be carried out without any interference to the normal working of the railway track and structures.
- 15.0) The contractor shall be responsible for any loss/damage to railway and public property or third party's if it occurs during the course of execution and the railway reserves its right to have the damages made good by the contractor.
- 15.1) The contractor must ensure the safety of laborers engaged by him during the course of execution of work and/or while crossing the track and indemnify Railway against any loss or damage arising during the course of work.
- 15.2) The contractor will also be held responsible for any accident or loss or damage or detention to trains caused due to such lapses on the part of the contractor during the course of work.
- 16.0) The rate quoted by the tenderer shall be inclusive of any additional labour for leading the materials across running tracks etc. and no extra rate shall be paid for the same unless otherwise specified.
- 16.1) No extra payment will be made for lift/descent while loading/unloading and stacking of the materials supplied/brought to the work site.
- 17.0) All materials shall be stacked sufficiently clear of the tracks and that shall remain without any possibility of infringing the minimum moving dimensions. Materials shall not be unloaded or stacked over signal wires, cables and other gear or any such items causing interference to working of Railways.
- 18.0) No claim for payment arising from loss or damage shall be admitted by Railways on following grounds and they shall be treated as 'Excepted Matters' within the purview of clause 63 of the General Conditions of Contract.
  - 1) For material price variation or wages escalation on any account whatsoever and compensation for "Force Majeure" etc .
  - 2) For idling of machinery and/or idling of labour etc on any account.
  - 3) On account of business loss or opportunity cost etc. under any circumstance.
  - 4) On account of any delay or hold up of the work arising out of delay in supply of drawing,

changes, modifications, alterations, additions, omissions in site lay out plans or detailed drawings or design and/or late supply of such drawings at any stage and also due to delay in supply of materials which are required to be arranged by Railways under this contract.

In eventuality of any of these conditions arising during the progress of this work the contractor will be eligible for grant of extension of time as considered reasonable by Railways as provided in clause 17(A) of the General Conditions of Contract April 2022. The decision of the Engineer in Charge as to reasonability of period shall be final, conclusive and binding on the contractor.

**18.1- Extension of Time in Contracts:** Part II of GCC April 2022 is applicable (Refer Clause 17A with sub Clauses) and as per Advance correction slip No.1 vide Railway Board letter dt. 14.7.2022.

**18.2 – Extension of Time with Liquidated Damages (LD) for delay due to contractor-** Part II of GCC April 2022 is applicable (Refer Clause 17B with sub Clauses and as per Advance correction slip No.1 vide Railway Board letter dt. 14.7.2022.

**19.0) VARIATION IN QUANTITIES OF ITEMS OF CONTRACTS- LIMITS & RATES.**  
**New Clause 42(2) to Indian Railways Standard General Conditions of Contract 2022.**

(Ref: Item-9 to Railway Board's letter no.2007/CE-I/CT/18, dated 28.9.2007 and Item 2 to letter no.2007/CE-I/CT/18 Pt.XII, dated 31.12.2010)

The following conditions shall govern the variation in quantities in this contract. They are **clause 42(2) to Indian Railways General Conditions of Contract April 2022.**

**19.1.** Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this no finance concurrence would be required.

**19.2). SGCC-2022 Clause- 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 up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

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

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

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

**d.** Variation to quantities of Minor Value Item:

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

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

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

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

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

**(v)** As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items.

However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**19.3. In case where decrease is involved during execution of contract:**

**(a).**The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

**(b).**For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities .

**(c).**It should be certified that the work proposed to be reduced will not be required in the same work.

**20.0) PRECAUTION TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS:**

**20.1)** The contractor shall not start any work without the presence of Railway supervisor at site.

**20.2)** Whenever the road vehicle and /or machinery are required to work in the close vicinity of Railway line, the work shall be so carried out is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/ or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicle/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.

**20.3)** The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/ detonators shall be provided where necessary for protection of trains. To facilitate the driver to whistle, a whistle board will have to be provided at the appropriate place.

**20.4)** All vulnerable locations, where construction activity is in progress adjacent to existing Railway lines, should be cordoned off with proper barricades. The most vulnerable locations shall be barricaded with rail barricades projecting at least 1m above the ground. At all other locations, barricades of not less than 1.5m height consisting of bamboo, casuarina poles and supported horizontally by similar bamboo/casuarina poles should be provided.

**20.5)** All the barricades are to be painted or stuck on with red luminous paint/strips at suitable intervals.

**20.6)** The entry to new banks, which run alongside the existing track should be protected by barriers, which can be closed and opened when necessary.

**20.7)** At locations, which are not vulnerable, provisions of barricade can also be with.

- (i) 0.6m wide and 0.3m deep trenches or
- (ii) Stones of minimum size 30cmx15cm at 1 metre intervals and projecting 0.3m above ground level and painted white.

**20.8)** Barriers shall also be provided in the case of doublings, particularly at the existing level crossings where there is every possibility of Road vehicles entering the finished formation. These barriers are to be opened only for the movement of Railway contractors authorised vehicle or other Railway vehicles.

**20.9)** Road vehicles employed by the contractor should have the certificate for its Road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counseled, certified and are provided with photo identity cards.

**20.10).** Wherever the work requires the movement of road vehicles within a distance of 3.5 to 6m from the entire line of the nearest track, such work shall be done only in the presence of Railway employees authorized by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5m from track centre. Cost of such Railway Employee shall be borne by the Railway.

- 20.11).**No movement of road vehicle within 6m of Railway track shall be permitted unless the driver of the vehicle is assisted by a helper with a whistle who shall guide him to ensure safety.
- 20.12)** The driver of the vehicle shall always face the track, when reversing the vehicles and whenever he cannot face the track for whatever reason, he shall invariably be assisted by a helper with a whistle who should guide him and ensure safety.
- 20.13)** All work sites shall be supervised by the Contractors representative as also a representative of the Railway Organization. Contractor's representative should be issued a certificate by XEN/ADEN to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track. Whenever work of plying road vehicles within 6m, zone is actually in progress look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorized to carry out these duties. Authorization will be issued to the individuals, by the Engineer in charge. One supervisor who shall be permanent staff (Gang man) loaned to JE/W/CN from the respective gangs in whose beat, the work is in progress (to be spared by respective P.Way Engineer/Open Line) will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's Supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, lookout men shall patrol the beat as identified by the representative of the construction organization to ensure the safety of the running trains, especially from any infringement.
- 20.14).**Working alongside the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer in charge of the construction activity. Where night work is permitted, lighting of the work site as required should be done.
- 20.15).**The contractor shall be fully responsible against loss or damage arising from working of lorries and other machinery adjacent to the running track and making the contractor solely responsible for any loss or damage which the Railway or the contractor or any third party may suffer.
- 20.16).**The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers.
- 20.17)** Operators of the work executive agencies working at or near Railway track should Undergo specified training on matters relating to - Safe working along and on the track - Salient features of observing moving dimensions and clearances which may be imparted to such supervisors, at Zonal/Divisional Training Schools and the cost of the such training shall be borne by the contractor which will be Rs.930/- per trainee per day for the year 2000 with a 10% escalation per annum with an expected duration of the course of about 3 days so as to ensure that they get acquainted with safety precautions that are required to be taken while executing works which have bearing on the safety of the running trains.
- 20.18).** The unloaded ballast/ rails/sleepers / other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track. Trenches should be allowed only in those locations where they do not lead to subsidence to Railway track, as may be assessed by the Section Engineer/P.Way.
- 20.19)** The supervisor mentioned in para 20.10 above, should be trained in protection rules and supplied with minimum equipment required for protecting the track. Such staff should also be provided with basic communication facility (a walkie talkie with communication facility to the nearest station master or adjacent site) so as to communicate to the nearest station in case of emergencies/unusual occurrences. Till it is made available, the supervisor shall use the nearest LC gate telephone or other means of communication to relate the incident most speedily.
- 20.20)** The supervisor/ should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by ADEN which will be valid only for the work for which it has been issued.
- 20.21)** Supplementary site specific instructions, wherever considered necessary, shall be issued by the Engineer in charge.

#### COMPETENCY CERTIFICATE

Certified that Shri..... P. Way supervisor of M/s..... has been examined regarding P.Way working on work. His knowledge has been found satisfactory and he is capable of supervising the work safely.

Asst. Divisional Engineer.

**21.0) TAX:** Income tax will be deducted at source including the surcharge, if any, at the rates notified by the Income Tax Department from time to time and TDS certificate will be issued in form No. 16 for such deductions with each bill.

**22.0) SALES TAX:** Sales Tax on works contract will be deducted at source at the rates including surcharge as notified by appropriate authority from time to time, applicable for this work from the bills of the contractor which will be remitted to Sales Tax Authorities with respect to GST registration No. in the concerned State (Kerala/ Tamil Nadu/ Karnataka). Any variation in these rates as advised by State Govt. Authorities will be on contractor's account.

**22.1)** A certificate for such deduction will be issued in form 21C in respect of Kerala State and Form XXXVII for Tamil Nadu State for having deducted sales tax at source, with each bill.

**22.2)** Contractor should quote their rates taking into account the above recovery to be made by the Railways. In other words the rate should be inclusive of ST to be recovered by the Railway and no reimbursement will be made to the contractor.

**22.3)** The above mentioned sales tax on works contract is distinct from the Sales Tax element that might have gone into the various raw materials used by the contractor in the works concerned and in respect of which the Railway will not be responsible for any sales tax and which will continue to be borne by the contractor as hitherto.

**22.4) Goods & Service Tax (GST) :** All the contracts on Works/goods/Services will be subject to the new GST Act as applicable from time to time.

Contractors/Suppliers have to register themselves with GST authorities and to furnish the GST registration number in order to process the bills from 01.07.2017.

**22.5) For the tenders due to open before roll out of GST:** (i) All the bidders/tenderers while quoting the rates should clearly indicate the rate of applicable duties and taxes included in the prices quoted by them. Any variation in tax structure/rate due to introduction of GST shall be dealt under Statutory Variation Clause.

**For the tenders opening after roll out of GST:** (ii) All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law.

**22.6) Provisions of Payments of Wages Act : (Clause 55 of SGCC 2022)**

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. Further details are in accordance with **Clause 55 of SGCC 2022**.

**22.7) Provisions of Contract Labour (Regulation and Abolition) Act, 1970  
(Clause 55 A of Standard General Conditions of Contract 2022)**

**22.8) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:**

The provisions governed by **Clause 55 –B of SGCC 2022**.

**22.9)** 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. **Further details, refer Clause 55-C(i), a, b, c, d, e and 55 -C (ii) of SGCC 2022.**

**23.0)** Conservancy charges: Conservancy charges as per rates in force during the period of work will be recovered from the contractors running and final bills.

**24.0) PAYMENT OF EXCISE DUTY, OCTROI & MUNICIPALITY TAXES:** Excise duty, Octroi and Municipal Taxes, if any, in respect of the above work has to be borne by the contractor and is deemed to be included in the rates quoted by him.

**25.0) Other taxes/levies:** All rates quoted in the tenders shall be deemed to be inclusive of all taxes, duties, royalties octroi, cess etc. payable by the contractor to the Govt. or any public body and no additional amount/rate or claim will be entertained on this account by the Railways. Also no claim whatsoever will be accepted by Railways on account of revision of tax rates, new taxes of statutory nature by State/Central Govt.

**26.0) ROYALTY & SEIGNIORAGE CHARGES:** All payment of royalty charges and seigniorage etc. in

connection with extraction and supply of rubble stone/stone ballast, sand and or other minor minerals required for the work to the State Govt. or any other agency notified for the purpose by the govt., have to be borne and paid by the contractor. The Railway Administration is entitled to deduct from the contractor and keep in deposit such amount equal to the proportionate royalty charges from each on account bills if such a request is received from the concerned Department and the same will be released as and when the contractor submits a receipt/document/clearance certificate certifying that the royalty charges have been paid by the contractor relating to the contract. The contractor will be required to obtain a final royalty clearance certificate from the concerned state/revenue authorities/collector and produce the same to Sr. DEN/ DEN/ XEN/ADEN after completion of supply before the release of final bill.

- 26.1)** If in any case a contractor fails to produce the clearance certificate for royalty charge, final bills will be passed after retaining an amount equal to the amount of unpaid royalty charges, as intimated by the revenue authorities/Collector or as calculated on the basis of relevant rates for the payment of royalty charges applicable to the area. No claim regarding interest charges for delayed payment of the retained amount on royalty account shall be entertained. The retained amount will be released at the discretion of the Administration on production of clear bank guarantee covering the amount so withheld towards the royalty charges/state taxes.

**27.0).Clause 5 (Part –I of GCC April 2022- Bid security:**

(1) (a) The Tenderer shall be required to submit the Bid Security along with the tender for due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. As per Advance Correction slip No.2022/CE-I/CT/GCC-2022/Policy/Pt.I (E.3320424) dt 13/03/2026 sl. no.1 for Para 5 (1)(a) of Part-I of GCC-2022 .The Bid Security shall be as under:

<b>Value of the work (Tender Value)</b>	<b>Bid Security</b>
For all the 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. 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. As per Advance correction slip no.2022/CE-I/CT/GCC-2022/Policy dt 20/10/2023 "The **original Bank Guarantee** should be delivered in person to the official nominated as indicated in



the tender document **before closing date for submission of bids. (i.e. excluding the last date of submission of bids).**

- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary 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.

**27-1: Clause 6 of SGCC 2022 Part I:**

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

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

(c) If his tender is accepted,

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

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

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

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

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

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or 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.

**28-1) Refund of Security Deposit: Clause 16-2(i) of SGCC 2022-**

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.

**28- 2)** 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 **(Clause 16 (3) of GCC April 2022.)**

**29-0) Performance Guarantee (PG): The successful tenderer/contractor shall submit performance guarantee for successful completion of the work as outlined below** (Clause 16(4) of the Standard General Conditions of Contract April 2022)

- (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 against that contract. 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.**

**Para 29.0 (b)** The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-

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

Bank of India;;

- (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defence Certificates;
  - (x) Ten years Defence Deposits;
  - (xi) National Defence Bonds and
  - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (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 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.

29.01: Model Form of Bank Guarantee to be submitted by the successful tenderer is attached in the tender document

- a) It is also insisted that the Bank Guarantee submitted by you should be sent to the concerned authority directly by the issuing bank under Registered Post Ack. Due.
- b) If the BGs are submitted by the tenderer/contractor the issuing Branch immediately send by Registered Post Ack. Due an unstamped duplicate copy of the Bank Guaranteed directly to the Railways with a covering letter to compare with the original BGs and to confirm that it is in order.

**30.0) PROGRAMME OF WORK:** The contractor who has been awarded the work shall as soon as possible but not later than 15 days after the date of receipt of the acceptance letter in respect of contract have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar chart/PERT/CPM showing the activities work-wise for completing the whole work within the stipulated period of completion in consultation with the Engineer in charge of the work. If so desired by the Engineer, the contractor shall submit further programme from time to time taking into consideration the latest progress achieved till then.

**31.0) MOBILISATION ADVANCE AND PLANTS & MACHINERY ADVANCES:** The tenderer/contractor should note that Mobilisation Advance and Plants & Machinery advances will not be admissible for this work. Wherever specific provisions for advances are available in a particular Tender, the interest will be charged at 12%.

**32.0) PRICE VARIATION (SGCC April 2022 –Clause 46 A with sub clauses.) and as per advance correction slip No.1, vide Railway Board letter No.2022/CE-I/CT/GCC-2022/Policy dt.14.07.2022.**

Applicability ( **Clause 46 A-1 of SGCC 2022 and Advance correction slip No.1 dt. 14.7.2022**):  
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).

**32.1** Participation of Joint Venture firms shall be applicable to the works tenders of value of more than Rs10.00 crores only.

**33.0) TIME:** Time is essence of the contract. All works shall be completed in all respects as set out in the tender schedule within the completion date.

**34) ELIGIBILITY CONDITIONS:** The intending tenderer/contractor shall satisfy the following eligibility criteria.

**34.1) Eligibility criteria for all works costing above Rs.50 lakhs: Clause 10 of GCC April 2022.**

S.No	Clause	Description	Criteria
1	<b>Technical Eligibility criteria</b> <b>(Clause 10.1 of GCC April 2022)</b>	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:	<b>(i) Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or</b> <b>(ii) Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or</b> <b>(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.</b>

2		<p>In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&amp;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:</p>	<p>(i) Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or</p> <p>(ii) Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or</p> <p>(iii) One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.</p> <p>Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.</p> <p>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.</p>
			<p>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.</p> <p>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 fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:</p> <p>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.</p> <p>Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.</p> <p>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.</p>

3	Financial Eligibility Criteria (Clause 10.2, part I of GCC April 2022 – and as per Advance correction slip No.1 ) issued by Railway Board vide letter dt. 14.07.2022	The tenderer must have minimum average annual contractual turnover of $V/N$ or ' $V$ ' whichever is less; where	<p>where <math>V</math>= Advertised value of the tender in crores of Rupees</p> <p><math>N</math>= Number of years prescribed for completion of work for which bids have been invited.</p> <p>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.</p> <p>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.</p>
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**Note for 10.1:**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of 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. (As per GCC April 2022 Note for Clause 10.1 )

**34.2. Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of SGCC April 2022 Clause 10.3.**

**34.3. No Technical and Financial credentials are required for tenders having value up to Rs 50 lakh.** (As per SGCC April 2022 Note for Clause 10.4)

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published. (As per SGCC April 2022 Clause 10.5 )

**34.5. (As per SGCC April 2022 Explanation to Clause 10 including including clause 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 propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

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

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

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

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

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

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

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

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

**35.1)** 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. **(As per GCC April 2022 Clause 14(i)).**

***The Tenderer shall also submit relevant documents as per Clause 14 (ii) to(vi) of SGCC 2022 for evaluation of his tender as case maybe.***

**35.2) (i)** For works costing less than Rs.50 lakhs, the above eligibility conditions will not be applicable. However, the tenderer/contractor shall submit necessary testimonials and documents along with the tender so that his capability to undertake the work can be gauged to the satisfaction of the Engineer in Charge. Tenders submitted without the requisite testimonials are liable to be rejected.

**(iii)** Tenderers who are new to Palakkad Division should invariably furnish their credentials with regard to experience in execution of various works, Financial capability to take up the advertised work, availability of Plant and machineries, availability of Technical supervisors, Labour etc.

**36.0)** The following documents should be submitted along with tender as per enclosed proforma:

- a) List of personnel, organization available on hand and proposed to be engaged for the subject work;
- b) List of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- c) List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given.
- d) List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.

Note: 1) In case of items (c) and (d) above, supportive documents/Experience certificates from the organizations with whom they worked/are working should be enclosed. The certificate issued minimum at the level of Sr.DEN/DEN for open line works, Dy. CE for construction organisation and Executive Engineer in case of other departments will only be taken into consideration.

2) Certificates from private individuals for whom such works are executed/being executed will not be accepted.

**37.0 System of Verification of Tenderer’s credentials: (Railway Board letter No.2017/Trans/01/Policy dt. 08.02.2018)**

**37.1.** The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates, in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria” will be considered for evaluating his/their tender.

**37.2.** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of 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 a Partnership Firm/Joint Venture(JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. **(As per Advance correction slip No.2 dt. 13.12.2022)**



It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far his qualification for the tender is concerned.

With the submission of the certificate as mentioned above, the practice of verification of tenderer's documents by the Railways is dispensed with subject to the following conditions.

- a) *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.*
- b) 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. (correction slip 3 to GCC 26.04.2023)**
- c) (c) 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. (correction slip 3 to GCC 26.04.2023)**

**38.0)** Emergency works: The vehicles and equipment of contractors will be drafted by Railway Administration in case of accidents/natural calamities involving human lives. The item will be operated as a Non Schedule (NS) item as per the existing norms and powers delegated to the Railways.

**39.0)** The acceptance letter issued by the railways will form a binding contract between Railways and the contractor, till such time agreement is made and signed by the contractor.

**40.0) Guarantee/Warranty Clause.** Wherever supply of materials as part of the tender is involved the contractor should be bound to guarantee that the said goods/stores/articles would continue to conform the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefore made by the purchaser. 10% (Ten percent) of the rate paid for the particular item will be kept as retention money by the Railway Administration till the warranty/Guarantee period is over. The contractor shall produce Fixed Deposit Receipt in favour of Senior Divisional Finance Manager, Southern Railway Palghat –678002 for equal amount of retention money till the warranty/Guarantee period is over.

**41-0) COMPLETION PERIOD:** **The work shall be completed in all respects within Twelve months** from the date of issue of letter of acceptance of this tender.

**41-1) MAINTENANCE PERIOD:** **The maintenance period of work shall be Six months or One monsoon**

**42-0)** If the amount undertaken or ordered to be paid is stated differently in figures and in words in the tender document, the amount stated in words shall be the amount undertaken or to be paid.

***The percentage and rates quoted must be clearly written in figures and in words and the percentage (in case of CPWD Delhi Schedule of Rates 2021 items/USSOR 2021 version 1) will apply to all the items in all the chapters covered in the schedule of CPWD Delhi Schedule of Rates 2021 items/USSOR 2021 version 1. If there are any variation between the rates quoted in figures and words, the rates quoted in 'Words' shall be taken as correct.***

**43.0) Vitiating Clause:** (Railway Board letter No.2017/Trans/01/Policy dt. 08.02.2018)

In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to the contractors account. As a result of variations, a contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

SI No.	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender value less than Rs.50 lakh)	10
2	Over than small value contracts (Tender value equal to or more than Rs.50 lakh.)	5

**43.1-** When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work, if it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

**43.2** The above shall be regulated as under.

- a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter No.2007/CE1/CT/18/Pt.XII dated 31.12.2010 hereby gets superseded.
- b) These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and so on.
- c) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.
- d) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

**44. Labour data on Railway's shramikkalyan portal by contractor.**  
**( Railway Board Letter No. 2018/CE-1/CT/4 dt. 17.10.2018)**

**44.1** Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain, The Registration/updation of portal shall be done as under.

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his letter of Acceptance (LoA)/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 7days 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) If shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

44.2 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](http://www.Shramikkalyan.indianrailways.gov.in) "till -----Month ----- Year".

#### **45.0 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES** (Clause 63 & 64 of General Conditions of Contract 2022)

##### **45.1. Arbitration Clause .**

Arbitration clause in work contract is dealt with in accordance with Provision of **Clause 63 & 64 of SGCC 2022.**

##### **46.0 Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders.**

- (i) Railway Board's letter No.2017/AC-II/9/10 Pt 3 dated 09.05.2018
  - (ii) Railway Board's letter No.2017/AC-II/9/10 Pt 1 dated 20.02.2018 )
  - (iii) Railway Board letter No.2018/ CE-I/CT/9 dt. 04.06.2018.
- (i) For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-applications on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC, arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
- (a) The LC shall be a sight LC
  - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year **2018-19**. SBI branches where the respective Railway Accounts Office has its Account (Local SBI branch) will be the issuance/reimbursing branch for LC issued under 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 Authorisation.
  - (h) The document of Authorisation shall be issued by Railway Accounts Office against each bill passed

by Railways.

- (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation 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 Railways bank (Local SBI Bank).
- (m) The Railway's bank (issuing bank) shall, after verifying the claim so received with reference to 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.

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Place:

Date :