



पश्चिम रेलवे
Western Railway

ELECTRICAL (CONSTRUCTION)
TENDER DOCUMENT

INDEX

| SR. NO. | CHAPTER | DESCRIPTION | PAGE NO. |
|---------|---------|-------------------------------|----------|
| 1 | I | TENDER DOCUMENTS | 2-12 |
| 2 | II | PREAMBLE | 13-20 |
| 3 | III | SPECIAL CONDITION OF CONTRACT | 21-47 |
| 4 | IV | GCC (Part I) | 48-90 |
| 5 | V | GCC (Part II) | 91-169 |
| 6 | VI | TECHNICAL SPECIFICATION | 170-201 |

Signature of tenderer

1

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

CHAPTER - I

TENDER DOCUMENTS

- 1.01.00 TENDER ENQUIRY
- 1.02.00 INSTRUCTIONS TO THE TENDERERS REGARDING E-TENDER
- 1.03.00 LETTER TO TENDERER
- 1.04.00 OFFER LETTER

Signature of tenderer

2

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

1.01 TENDER ENQUIRY

| | | | |
|----|---|---|--|
| 1. | NAME OF WORK | : | Modification of 11 KV HT/LT overhead power line crossing Railway track crossings by laying underground cables between Sarkhej-Dholera section in connection with Construction of New SHSR BG Double line between Sarkhej to Dholera with Spur lines to Lothal NMHC and Dholera International Airport in Bhavnagar Division, Western Railways. |
| 2. | APPROXIMATE COST OF WORK | : | Rs 3,69,79,141/- |
| 3. | EARNEST MONEY | : | As specified on IREPS portal. |
| 4. | TENDER FEE | : | As specified on IREPS portal. |
| 5. | COMPLETION PERIOD | : | 12 Months |
| 6. | LAST DATE AND TIME FOR SUBMISSION OF TENDER | : | As specified on IREPS portal. |
| 7. | ADDRESS FOR SUBMISSION OF TENDER | : | E-Tendering |
| 8. | IMPORTANT NOTE | : | <p>1. "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 Tax authority".</p> <p>2. Tenderers shall be complying Railway Board's letters No. 2017/CE-I/CT/4/GST dated 23.06.2017, 2016/CE-I/CT/12/GST/Pt. dated 29.06.2017 & 2017/CE-I/CT/4/GST dated 05.07.2017 and other instructions issued time to time.</p> |

1.02 INSTRUCTIONS TO THE TENDERER(S)

1. The E- Tenders document shall consist of:-

Signature of tenderer

- a) Annexed Documents to the Tender Documents which includes (i) Top Sheet (Chapter-1), (ii) Instructions to the Tender(s), (iii) Eligibility Criteria (iv) General Condition of Contract, (v) Special Contract, (vi) Addl. Special Conditions of Contract i.e. Technical Conditions, (vii) Guidelines for participation of JV Firms, MOU for JV Participation & JV Agreement, (viii) Contractor's Familiarization (ix) Annexures and
- b) Indian Railways Standard General Conditions of Contract 2014 with correction slips up to the date of closing of tender.
2. Before submitting the offer, please read carefully complete E-tender document including instructions to Tenderers, Indian Railways Standard General Conditions of Contract, General Conditions of Contract, Special Conditions of Contract, Additional Special Conditions of Contract i.e. Technical Conditions etc. as available on the web site **www.ireps.gov.in**.
Please do not leave any lapses which may lead to declaration of your offer as INVALID.
3. Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents as well as schedule of tender consisting of technical bid form (including special conditions attached to E- Tender) and Financial offer form, unless specific deviation is quoted in the technical bid.
4. Payment of EMD & TDC:- Payment of Earnest Money Deposit (EMD) & tender document cost (TDC) in respect of e-tendering should be accepted through Net banking or payment gateway only.
Note- Fixed Deposit Receipt (FDR) will not be accepted as EMD for Tenders invited on IREPS (E-tender portal)
(Ref- Railway board letter no 2015/CE-I/CT/5/1 Dated 31-8-2016.)
5. The cost of tender document shall not be clubbed with the Earnest Money Deposit.
 - a. The E-bid submitted without requisite cost of tender document in appropriate form is to be summarily rejected.
 - b. Offers not accompanied by requisite tender cost in acceptable form and/or not received within prescribed date shall be liable to be ignored.
6. The prospective tenderers are advised to revisit the website frequently before the date of closing of tender to note any changes/corrigenda issued for this tender. Website: www.ireps.gov.in.
7. No Manual Offers sent by Post/FAX or in person shall be accepted against such E-tenders, even if these are submitted on the firm's letter head and received in time. The manual offer uploaded as attached document shall not be considered also. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
8. E-Tender is not transferable and the same is to be submitted with digital signature by the preauthorized personnel of the tenderer, already registered with the site.
9. If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.
10. The On-line bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/delayed tenders.
11. In case of Two packet system of bidding, after scrutinizing the Technical bid and short listing the tenderers, the Financial Bid shall be opened on a subsequent date only for

those tenderers who will be qualifying Technical Bid as per eligibility/qualifying criteria laid down. The date of opening of financial bid will be advised online. The Railway's decision in this regard will be final.

12. Tender to be digitally signed by Authorized person:

- (a) If the tender is submitted on behalf of a partnership concern, he/they should upload the certified copy of the partnership deed and authorization to sign the tender on behalf of partnership firm. If copies of these documents are not enclosed along with tender, the tender will be treated as having been submitted by individual signing the tender.
 - (b) The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should upload along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
 - (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 to the satisfaction of the Railway, the cost of which will be chargeable to the contractor.
13. The Tenderer/s must fulfill/satisfy the following mandatory requirements failing which their offers shall be summarily rejected:

Mandatory Requirements:

- (a) Regarding Technical and financial eligibility criteria, scanned copies of supportive documents/certificates from competent officials are to be uploaded along with their offer
- (b) Scanned copies of documents in support of formation/registration of the company/firm/legal authorization of the person to deal with the tender/ notarized/ registered copies of the documents wherever required as per tender conditions are to be uploaded along with offer.

NOTE- The tenderer must keep all the original documents ready, copies of which have been uploaded by the tenderer along with the offer. The original documents will have to be produced as and when required by the Railway for verification purpose. All the documents uploaded shall be self-attested by the tenderer.

MANDATE FORM (DETAILS TO BE UPLOADED WITH E- TENDER)

Tender Notice No:

1 PARTICULARS OF THE PARTY

- a) NAME: :
- b) ADDRESS: :
- c) PHONE NO.: :

Signature of tenderer

5

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

d) MOBILE No.: :

e) FAX.No :

f) I. TAX PAN No :

g) EMAIL

2 PARTICULARS OF BANK ACCOUNT:

a) BANK NAME: :

b) BRANCH: :

c) BANK ADDRESS: :

d) BANK TEL No.: FAX No.: :

e) BANK MICR CODE (9DIGIT): :

f) BANK IFS CODE.: :

g) BANK ACCOUNT No.: :

h) ACCOUNT TYPE: :

(SAVINGS/CURRENT/CASH CREDIT)

i) LEDGER F/NO.: :

3 DECLARATION BY THE PARTY :

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

One cancelled cheque/photo copy of the cheque duly carrying IFS Code is enclosed. Certified that the particulars furnished above are correct as per our records.

Signature of Tenderer

Name of Signatory

1.3 Mandatory details to be filled in by tenderer while submitting their offer:

(DETAILS TO BE UPLOADED WITH E- TENDER)

Signature of tenderer

| | | |
|---|---|---|
| 1 | Constitution of the firm/ Concern(Tick as applicable) | Sole Proprietorship/ Partnership Firm / Company/ JV/Society |
| 2 | Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society (as | |
| 3 | Year of formation/ Incorporation | |
| 4 | PAN NO. | |
| 5 | Registered Office Address | |
| 6 | Address on which correspondence regarding this tender should be done | |
| 7 | Names of the Proprietor/ Partners/JV members etc | |
| 8 | Details of EMD submitted. | |

(A) Documents to be uploaded / submitted along with tender –

The tenderer is required to submit the following documents along with the tender –

1. Earnest money deposit in proper form.
2. Power of attorney, if any.
3. Tender document duly signed and complete in all respect.
4. Partnership deed/association deed/ Proprietary firm's registration/MOU for joint venture as the case may be duly notarized/registered.
5. Document in support of fulfillment of minimum eligibility criteria mentioned in (A) & (B) above.

(B) In addition to above contractor will have to upload/submit following documents along with the tender-

- a. List of personnel organization available on hand and proposed to be engaged for the subject work.
- b. List of plant & machinery available on hand (own) and proposed to be inducted

Signature of tenderer

7

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

(own and hired to be given separately) for the subject work.

- c. List of works completed in 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, and approximate value of balance work yet to be done and date of award.

Note-

- (1) In case of items [a], [b], [c] & [d] above, supportive documents/certificates from the organizations with which they worked/are working should be enclosed.
- (2) Certificates from private individuals for whom such works are executed/being executed should not be accepted.

The tender form will also be available for downloading on website given prior to the specified date. The prospective tenderers are advised to regularly visit website IREPS (www.ireps.gov.in) before the date of tender opening to note any changes/corrigenda for the tender.

Payment of EMD & TDC:- Payment of Earnest Money Deposit (EMD) & tender document cost (TDC) in respect of e-tendering should be accepted through Net banking or payment gateway only.

Note- Fixed Deposit Receipt (FDR) will not be accepted as EMD for Tenders invited on IREPS (E-tender portal)

(Ref- Railway board letter no 2015/CE-I/CT/5/1 Dated 31-8-2016.)

Tender document is not transferable. Railway reserves its rights to reject the tender without assigning any reasons. In case it happens to be holiday on the date of opening, the tender will be opened on next working day at same time of opening. The validity of the offer shall be **60** days from the date of opening of the tender.

Tenderers are compulsorily required to enclose Affidavit as per Annexure- A of Tender document without that the offer will be considered incomplete and will be rejected summarily.

(As per Railway board letter No 2017/Trans/01/policy dated 8-2-18)

1.03 Letter to tenderer**WESTERN RAILWAY**

OFFICE OF DY.CHIEF ELECTRICAL ENGINEER(C), WESTERN RAILWAY, ASARWA AHMEDABAD (GUJARAT-382345).

No. EL/C/ADI/GS/294/2026-27

TO

Dear Sirs,

The President of India, through Dy.Chief Electrical Engineer (C), Western Railway, Asarwa Ahmedabad (Gujarat-382345), invites E- tender for the Modification of 11 KV HT/LT overhead power line crossing Railway track crossings by laying underground cables between Sarkhej-Dholera section in connection with Construction of New SHSR BG Double line between Sarkhej to Dholera with Spur lines to Lothal NMHC and Dholera International Airport in Bhavnagar Division, Western Railways.

The rates should be firm in terms of Rupees, not subject to fluctuations, and given as per attached schedule

1. The tenderer shall keep their offer open for a minimum period of 60 days or more from the Date of opening of the tender. The duration of period for which the tender offer remains open must be clearly mentioned.
2. Documents attached with the tender are as under:
 - i) Tender Enquiry
 - ii) Instructions to Tenderer
 - iii) Special conditions of contract
 - iv) GCC
 - v) Technical specifications

Please ensure that all the pages of tender documents are E-signed.

3. Railway reserve the right to reject any or all tenders without assigning reason what so ever.
9. A declaration should be given by the tenderer that I/We have downloaded the tender from the Internet site <http://ireps.gov.in> and I/We have not tampered/ modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/We understand that

Signature of tenderer

9

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

my/our tender will be summarily rejected and full earnest money will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

10. In case of Two packet system of bidding, after scrutinizing the Technical bid and short listing the tenderers, the Financial Bid shall be opened on a subsequent date only for those tenderers who will be qualifying Technical Bid as per eligibility/qualifying criteria laid down. The date of opening of financial bid will be advised online. The Railway's decision in this regard will be final.

11. An option for the contractor to take payment from Railways through a letter of credit (LC) arrangement shall be considered as per guidelines conveyed vide Railway board letter No. 2018/CE-I/CT/9 dated 04.06.18 in reference (i) Railway Board's letter No. 2017/AC-II/9/10 Pt 3 dated 09.05.18 (ii) Railway Board Letter No. 2017/AC II/9/10 Pt I, dated 20.02.18.

12. Electrical Contractor License :-

For participating in tenders for a work in any state the Contractors shall have to possess electrical license of appropriate voltage issued by any State Govt. under Clause 45 of compilation of rule of Indian Electricity Rules 1956 or as amended from time to time and a copy of the same should be submitted along with the offer. They shall keep valid license throughout the period of execution of work by getting it renewed at suitable intervals and submit an attested copy of the same to the Railways after each renewal. In the event of any discontinuity in validity of electrical license of the contractor, its authority to work with Railways will also automatically cease to be valid.

i) The Tenderer should have valid license in the name of proprietor/partner/firm. Tenderer should enclose attested copy of valid Electrical Contractor License with tender.

ii) In case, the license is under renewal, copy of challan (receipt of renewal fee) to be submitted along with the tender and attested copy of the valid electrical contractor license to be submitted within one month from the date of opening of tender. Otherwise the tender will not be considered.

iii) If the attested copy of valid electrical contractor license or license under renewal with challan (receipt of renewal fee) is not enclosed with tender the tender will not be considered.

13. Identity Card:

Signature of tenderer

10

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Identity cards of the Engineer/Staff of contractors will be issued by Railway Engineer site in-charge for the period of execution of work.

1.04 OFFER LETTER

(To be filled, signed and submitted with the quotations)

To

THE PRESIDENT OF INDIA.

Acting through the Dy. Chief Electrical Engineer (C), Western Railway, Asarwa Ahmedabad (Gujarat-382345).

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/we also agree to keep this Tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof I/we will be liable for forfeiture of my/our "EARNEST MONEY". I/We offer to do the work for Western Railway at the rate quoted in the attached schedule and hereby bind myself/ ourselves to complete the work in all respect within (12 months) from the date of issue of letter of acceptance of the tender. I/We also hereby agree to abide by the general and special conditions of contract and to carry out the work according to the specifications for materials and work laid down by the Railway for the present contract.
2. A sum of Rs As specified on IREPS portal is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my / our tender is accepted and if
 - a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready, or
 - b) I/We do not commence the work within ten days after receipt of orders to that effect.
3. 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, as indicated in the letter of acceptance of my/our offer for this work.

Contractor's Address:

Signature of Contractor

Date:

Signature of witness:

Signature of tenderer

NOTE-

1. A single person trading under his own name should sign his name in full.
2. A single person trading under firm's name should first write the firm's name, and then underneath his own name in full with a declaration that it is sole proprietary firm.
3. In case of a firm of more than one person, the names of the partners must be filled as above and tender signed by one of the partners who should sign first the firm's name and then underneath his own name in full indicating that he signed as a partner.
4. In the case where the tender is signed by a person or partner of the firm for and on behalf of their proprietor or other partners of the firm, the Tenderer undertakes the whole responsibility in respect of authority in favour of such persons as are referred to above to sign the tender and to bind the firm and he shall produce a power of attorney issued in favour of the signatory, if and when called upon to do so.
5. In case of a limited company, one of the Director or a Manager duly empowered should sign thus.
6. Persons tendering must specify their business names & the Constitution of their firm.

Director/Manager/proprietor/partner/Authorized signatory

Signature of tenderer

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

CHAPTER - II

PREAMBLE

| | |
|---------|--|
| 2.01.00 | GENERAL |
| 2.02.00 | CLARIFICATION |
| 2.03.00 | FORM OF TENDER |
| 2.04.00 | TENDER DOCUMENTS |
| 2.05.00 | MEMORANDUM OF DESCRIPTIVE MATTER |
| 2.06.00 | DEVIATIONS FROM TENDER PAPERS |
| 2.07.00 | ALTERNATIVE PROPOSALS |
| 2.08.00 | DISSOLUTION OF FIRM |
| 2.09.00 | SCHEDULE OF WORK |
| 2.10.00 | RLY. ADMINISTRATION RESERVES THE RIGHTS |
| 2.11.00 | COMMUNICATION OF CHANGE IN DOCUMENTS |
| 2.12.00 | NEGOTIATION |
| 2.13.00 | TENDEREER'S ELIGIBILITY CRITERIA AND CREDENTIALS |
| 2.14.00 | TENDERER'S ADDRESS |
| 2.15.00 | CARE IN SUBMISSION OF TENDER |
| 2.16.00 | SIGNING OF TENDERS |
| 2.17.00 | GUARANTEE CLAUSE |
| 2.18.00 | SPECIALCONDITION |

2.01.00 **GENERAL:**

The intending Tenderer is advised to study the tender papers carefully. The Tenderer shall also acquaint himself with the nature of work and all other matters pertaining there to. The submission of a tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof. Tender documents to be returned duly signed on each page. All the quantities and prices shall also be expressed in words wherever indicated.

Dimensions, weights, etc. shall be quoted only in metric system. The terms Tonne=1000 Kg. shall be used to indicate a metric tonne. If any other systems of units are quoted the equivalent metric measures shall be given invariably.

2.02.00 **CLARIFICATION:**

Any clarification required by the tenderer may be obtained from:-

DY.CHIEF ELECTRICAL ENGINEER, WESTERN RAILWAY, WESTERN RAILWAY,
ASARWA AHMEDABAD (GUJARAT-382345)

2.03.00 **FORM OF TENDER:**

The tenderer shall submit his tender through E-tendering only.

2.04.00 **TENDER DOCUMENTS:**

Each copy of the tender shall consist of the following:-

- i. *Forwarding letter*
- ii. *Tender fee in prescribed form*
- iii. *Earnest money or deposit receipt for earnest money*
- iv. *Tenderer's credentials and eligibility criteria.*
- v. *Offer letter*
- vi. *Memorandum of the Tenderer*
- vii. *Variations from Tender Papers*
- viii. *Alternative proposal of the Tenderer*
- ix. *Complete summary of prices, duly filled in*
- x. *Schedule of Qty./Schedule of prices duly filled in and E-signed.*

2.04.01 Original copy of the tender papers duly E-signed by the Tenderer, on each and every page in token of having studied the Tender papers carefully. The original copy of the guarantee bond or deposit receipt for Earnest Money and income tax clearance certificate shall be incorporated in the Tender.

2.05.00 **MEMORANDUM OF DESCRIPTIVE MATTER:**

The Tenderer may, if he deems it necessary, submit a short and concise memorandum or

Signature of tenderer

14

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

descriptive matter, which cannot be incorporated in other parts of the Tender. The Tenderer shall keep the length of such memorandum or descriptive matter to the minimum.

2.06.00 DEVIATIONS FROM TENDER PAPERS:

- a. Deviations from Tender papers will not normally be agreed to. Should the Tenderer be unable for good and sufficient reasons to comply entirely with the Tender papers, he shall indicate the deviations desired by him in his Tender. Such deviations, if any, shall be kept down to the absolute minimum and reasons for the deviations shall be indicated.*
- b. The Tenderer, in all cases shall indicate clearly the specific addition or amendment desired by him to the relevant Para of the Tender papers.*
- c. The Railway Administration, however, reserves the right to reject the offer, if any deviation is not acceptable and if the Tenderer is unwilling to modify such deviations in the manner acceptable to the Railway Administration.*

2.07.00 ALTERNATIVE PROPOSALS:

Should the Tenderer have alternative proposals for basic arrangement, typical designs and specification and drawings for components and materials which the Tenderer considers should improve the operating performance of the equipment or would reduce the cost of the tender for consideration by the Railway Administration. He shall clearly indicate in detail the technical and or financial advantages, which would accrue to the Railway Administration specifically for each alternative proposal suggested by him.

2.08.00 DISSOLUTION OF FIRM:

- 1. If Tenderer expires after the submission of his tender, or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of firm expire 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.*
- 2. If the contractors firm is dissolved on account of death or retirement of any partner of any reason what so ever before duly completing the Principal amendment the partner shall be the principal amendment, the partner shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railways and pay compensation for loss sustained if any, by Railway due to such dissolution. The amount of such compensation shall be decided by the General Manager or his accredited officer and his decision in the matter shall be final and binding on the contractor.*

2.09.00 SCHEDULE OF WORK:

The tenderer shall complete the work as per “Period of completion” indicated in Chapter 1.01. In case it is not possible, the tenderer shall indicate his/their own delivery schedule in their offer. In case the suggested time schedule by tenderer is not acceptable to Railway. The tenderer has to follow the Railway schedule if contract is awarded to them.

Signature of tenderer

2.10.00 RLY. ADMINISTRATION RESERVES THE RIGHTS:

The Railway Administration reserves the right to change or amend the drawings as and when necessary at any stage of the work. No claim of any kind what so ever will be entertained by the railway. In case the execution of any item of the work is held up for want of approved design or later supply of such material as are to be arranged by the railway then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor for damages or compensation therefore but in any such case, the Rly may grant such extension of the completion date as may be considered reasonable. Railway administration not bound to accept lowest or any other tender offers.

2.11.00 COMMUNICATION OF CHANGE IN DOCUMENTS:

The cancellation of any documents such as power of attorney, partnership deed, etc. should be forth with communicated by the contractor to the Railway Administration in writing, failing which the Railway Administration shall have no reasonability or liability for an action taken on the strength of the said documents.

2.12.00 NEGOTIATION:

Tenderer shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderer.

2.13.0 TENDEREER'S ELIGIBILITY CRITERIA AND CREDENTIALS***2.13.01 As per GCC Part –I Annexure-I (Contd..) para 10 & 11******2.13.02 Similar Nature of Work Means - “Laying, testing and commissioning of HT cabling work of equivalent or higher-grade voltage.”******2.13.03 Qualification and Eligibility Criteria-******As per GCC Part –I Annexure-I (Contd.) para 10 & 11*****2.14.00 TENDERER'S ADDRESS:**

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent in time to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time notwithstanding the fact that the communication, did not reach the tenderer at all or in time for whatever reason important documents shall be sent by Registered post.

2.15.00 CARE IN SUBMISSION OF TENDER:**As per GCC Part –I para-6**

Signature of tenderer

16

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

2.16.00 SIGNING OF TENDERS:-

Any individual or individuals signing the Tender or other documents connected therewith should specify whether he is signing:-

As sole proprietor of the concerned of his Attorney or, as a partner or partners of the firm or consortium or, for the firm per procurator, or as a Director, Manager or Secretary duly authorized in the case of a company registered under Company Act.

In the case of partnership firm all the partners or Attorney duly authorized by all of them should sign the Tender and all other connected documents. A copy of the document empowering the individual or individual to sign should also be enclosed with the Tender. In any case the Tenderer should disclose his contribution fully and copies of all necessary legal documents in support thereof should be produced as and when called for should the tenderer be a partnership firm and in the event of the contract becoming inoperative due to the death of its partners, the Railway Administration shall have the right to enter into a separate agreement with the surviving partners of the firm to continue the execution of the work under the terms and conditions of this agreement.

2.17.00 GUARANTEE CLAUSE:

- (a) The work done by the contractor shall be guaranteed for satisfactory working of all the equipment and the installations provided by him, for a minimum period of **one year** from the date of completion of entire work unless it is mentioned in the chapter 'Technical Specification'. The guarantee for the spare parts should be coincident with the guarantee for entire work.
- (b) During this period of guarantee, the contractor shall keep available an experienced engineer and necessary equipment's to attend to any defective installations. The contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, design or workmanship for the satisfactory working of the equipment's. The final decision shall rest with the Chief Electrical Engineer (construction) or his (their) successor(s).
- (c) During the period of guarantee the contractor shall be liable for the replacement of any equipment & any parts which may be found defective whether such equipments be of his own manufacture or those of his sub contract, whether arising from faulty design, material, workmanship or negligence in any manner on the part of the contractor at his (contractor's) own expenses. In case of type defect in the contractor's equipment and components detected during the guarantee period, the contractor should replace all such items irrespective of the fact that whether all such items have failed or not. The contractor shall bear the cost of the repairs carried out on his behalf by the contractor at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the contractor.
- (d) It becomes necessary for the contractor to replace or renew any defective portions of the installation under the Para aforesaid then the provisions of the said Para shall also apply

Signature of tenderer

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

to the portion of the installation so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period (see sub Para (a) above whichever is later. If any defect be not remedied within a reasonable time during the aforesaid period, the contractor may proceed to do the work at the contractor's risk and expense, but without prejudice to any other rights and remedies which the contractor may have against the contract in respect of such defects or faults.

- (e) The contractor will be responsible for any damage / theft for part of the work completed & paid in running bills till entire work is taken over by the Railway.
- (f) The repaired or renewed parts shall be delivered and erected on site free of charge to the contractor.

The contractor guarantees that the stores which he supplies will be fully in accordance with specifications and will be operate properly. In all cases, the contractor guarantees that his designs would strictly follow the 'as made' detailed drawings with such modification as are modified in respect of each type. The contractor further guarantees that the store will be free from defects in materials and workmanship provided that the contractor's liability in this respect shall be limited to furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacements or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of stores.

It shall be a condition of the guarantee hereunder that any defects complaint of shall be brought to the contractor's attention within a reasonable time of their being first discovered. The guarantee therein contains shall not apply to any material which shall have been repaired or altered by the contractor or on behalf in any way to misuse, negligence or incidents.

All replacement and repairs that the contractor shall take up on the contractor to delivery of the firm under this guarantee shall be delivered and perform by the contractor promptly and satisfactorily.

Any approval or acceptance by the contractor of the stores or of the materials incorporated therein shall not in any way limit the contractor's liabilities hereunder-

The decision of the contractor in regard the contractor's liability under guarantee shall be final and conclusive.

- (g) Guarantee for LED lights shall be as per Latest WR specification for LED Lights.

2.18.00 SPECIAL CONDITIONS

2.18.01 For other Railway Stores-

If any material other than specified material is supplied by the Railway either at the contractors request or sue moto in order to prevent any possible delay in the execution of the work likely to occur due to the contractors inability to make adequate arrangement for supply thereof or otherwise, recovery will be made from contractor's bill at the book rate or last purchase rate whichever is higher plus 5%on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5 % of the total cost inclusive of material, freight and incidental charges, freight between the punchers source of supply and the contractors depot or rail head shall be to the contractors account.

If however, the material required by the contractor is not available in Railway's stock or the Railway decide not to the same be that for whatever reason, the Railway shall not be bound

to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as any other cost nor will this fact be accepted as an excuse for delay in execution of works.

2.18.02 Special condition of contract for mandatory up-datation of labour data on Railway Shramik kalyan portal by contractor as per RB latter No. 2018/CE-1/CT/4 dared 17.10.2018

1. Clause 54 & 55 of Indian Railways General Conditions of Contract deals with wages to labour and action in case of default of contractor to payment of wages.
2. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in
3. All contractors are required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. The details so uploaded shall be available in public domain.
4. In order to ensure prompt and proper uploading of details related to LOAs, engaged workmen, wage & other payment details, Railways/Pus etc. shall introduce a special condition in their documents of the tenders to be called henceforth. The special condition is as under:
 - A. 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 one-time registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - b. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - c. The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of 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.
 - B. 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

Signature of tenderer

19

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Engineer or Engineers 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.”

5. This issues with concurrence of Finance directorate for the Ministry of Railways.

CHAPTER - III

SPECIAL CONDITION OF CONTRACTS

| | |
|---------|---|
| 3.01.00 | GENERAL |
| 3.02.00 | EARNEST MONEY |
| 3.03.00 | SECURITY DEPOSIT |
| 3.04.00 | ERASURE OR ALTERNATION |
| 3.05.00 | RESULT OF TENDER |
| 3.06.00 | CONTRACTOR NOT BOUND TO ACCEPT ANY TENDER |
| 3.07.00 | TENDER IN AGREEMENT |
| 3.08.00 | TENDER CONFIDENTIAL |
| 3.09.00 | CANVASSING AND BRIBERY |
| 3.10.00 | PRICE VARIATION CLAUSE |
| 3.11.00 | FINAL SETTLEMENT |
| 3.12.00 | FURNISHING WRONG INFORMATION |
| 3.13.00 | PERFORMANCE GUARANTEE |
| 3.14.00 | INSPECTION OF SITE BEFORE TENDERING |
| 3.15.00 | COMPLETION PERIOD |
| 3.16.00 | TERMS OF PAYMENT |
| 3.17.00 | PREVAILING CONDITIONS |
| 3.18.00 | VALIDITY |
| 3.19.00 | SUPPLY OF ELECTRICITY |
| 3.20.00 | CARE OF STAFF |
| 3.21.00 | DAMAGE BY ACCIDENT, FLOODS OR TIDES |
| 3.22.00 | FIRST AID |

Signature of tenderer

| | |
|---------|---|
| 3.23.00 | INSPECTION REGISTER AND RECORDS |
| 3.24.00 | AVAILABILITY OF G.C.C. |
| 3.25.00 | ENGAGEMENT OF QUALIFIED ENGINEER |
| 3.26.00 | WATER |
| 3.27.00 | DRINKING WATER |
| 3.28.00 | ERRORS, OMISSIONS AND DISCREPANCIES |
| 3.29.00 | TRESPASS |
| 3.30.00 | INFLAMMABLE ARTICLES |
| 3.31.00 | TAXES AND ROYALTIES |
| 3.32.00 | FOREIGN EXCHANGE REQUIREMENT |
| 3.33.00 | SETTLEMENT OF DISPUTES |
| 3.34.00 | EMERGENCY WORKS |
| 3.35.00 | SAFETY PRECAUTIONS |
| 3.36.00 | SAFETY PRECAUTION TO BE TAKEN WHILE PERMITTING PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS |
| 3.37.00 | SAFETY MEASURES |
| 3.38.00 | PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC. |
| 3.39.00 | VARIATION IN QUANTITIES OF ITEMS OF CONTRACT |
| 3.40.00 | CABLE LAYING |
| 3.41.00 | LIQUIDITY DAMAGE |
| 3.42.00 | PROVISION OF CONTRACT LABOUR ACT/RULES |
| 3.43.00 | INSTRUCTIONS FOR SUBMITTING THE TENDERS AS JOINT VENTURE FIRM |
| 3.44.00 | GST ACT, 2017 |

Signature of tenderer

22

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

3.45.00 LETTER OF CREDIT (LC)

3.01.00 GENERAL:

The Special conditions of Contract, prices, payment & explanatory notes, specifications and forms for tender included herein shall be read as part of the tender. These are, thereafter, collectively referred to as the "Tender Papers".

3.02.00 EARNEST MONEY:

As per GCC Part –I para-5 (Bid Security)

The tenderer shall deposit Rs. As specified on IREPS portal in favour of Deputy Financial Advisor & Chief Accounts Officer (Construction), Western Railway, Ahmedabad as earnest money deposit. The tenderer shall be required to deposit earnest money (EMD) with the tender form for the due performance with the stipulation to keep the offer open till such date as specified in the conditions of tender. **The earnest money shall be 2% up to Rs. one crore and Rs. 2,00,000 + 0.5% of amount excess one crore of the estimated tender value as indicated in the tender notice subject to maximum of EMD Rs. one crore.**

The earnest money shall be applicable for all mode of tendering.

If Tenderer do not enclose requisite earnest money deposit as mentioned above, along with tender offer; their offer will be summarily rejected.

3.02.01 The tenderer shall hold the offer open for a period of **60 days** from the date fixed for opening the same. It shall be understood that the documents have been sold / issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender, he will not resile from his offer or modify the terms and condition thereof in manner not acceptable to the engineer. Should the tenderers fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

3.02.02 If his tender is accepted this earnest money mentioned in sub clause 3.02.00 above will be retained as part security for the due and faithful fulfillment of the contract in terms of clause 16 of the General condition of Contract. The earnest money of the other

Signature of tenderer

23

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

tenderers, shall have as herein before provided, be returned to them, but the railway shall not be responsible for any loss or depreciation that may happen there to the security for the due performance of the stipulation to keep the offer open for a period specified in the tender documents or to the earnest money while in Railway's possession, nor be liable to pay interest thereon.

3.02.03 In case the tenderer/s withdraws his offer within the validity date of his / their offer or fails to undertake the contract after acceptance of his/ their tender, the full earnest money shall be forfeited.

3.02.04 Payment of EMD:- Payment of Earnest Money Deposit (EMD) in respect of e-tendering should be accepted through Net banking or payment gateway only.

Note- Fixed Deposit Receipt (FDR) will not be accepted as EMD for Tenders invited on IREPS (E-tender portal)

(Ref- Railway board letter No 2015/CE-I/CT/5/1 Dated 31-8-2016.)

3.03.00 SECURITY DEPOSITS:

As per GCC Part –II para 16 (i)

3.04.00 ERASURE OR ALTERNATION:

No erasure or alternation in the text of the Tender papers is permitted and any such erasure and/or alternation will either, disregarded or render the whole Tender void at the option of the Railways. Any correction made in rates for work shall be initialed by the Tenderer in ink and dated.

3.05.00 RESULT OF TENDER:

The successful Tenderer will be advised by letter. No tender shall be deemed to have been accepted unless such acceptance shall have been notified in writing to the successful Tenderers by the Railway Administration.

3.06.00 CONTRACTOR NOT BOUND TO ACCEPT ANY TENDER:

The Railway Administration shall not be bound to accept any tender or to assign any reason for non-acceptance or rejection of a Tender.

The Railway Administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the Tender papers or to subdivide the work among different Tenderers or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

The Railway Administration reserves the right to modify the quantity from time to time whether it is an increase or decrease in the scope and quantity of work. The tenderer shall not be entitled to any compensation but will be paid for as per contract for the actual work done.

Signature of tenderer

24

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

3.07.00 TENDER IN AGREEMENT:

The fact of the submission to the Railway Administration of a tender shall be deemed to constitute in agreement between the Tenderer and the Railway administration whereby such tender shall remain open for acceptance either in part or in full, or as may be modified by negotiation, by the contractor for a period of **90 days** from the date on which Tenders are opened, during which period the Tenderer shall not withdraw his offer nor amend, impair or derogate there from the earnest money deposited in accordance with Para 3.02.00 above shall be forfeited if the Tenderer unilaterally, withdraw, amends, impairs or derogates from the Tender in any respect within the said period of **90 days**. The Tenderer shall be deemed to have agreed as aforesaid in consideration of his tender being considered by the Railway Administration in terms thereof provided the same has been duly submitted and is otherwise in order. When the successful Tenderer is notified in writing at his address given in the Tender papers within the said period of three months that his Tender has been accepted by the Railway Administration either in whole or in part, he shall be bound by the terms of Agreement constituted by his tender and such acceptance thereof form a contract has been executed between the Rly. Administration and the tenderer.

3.08.00 TENDER CONFIDENTIAL:

The tenderer (whether his tender be accepted or not) shall treat the contents of his tender as private and strictly confidential till Tenders are opened. He is advised in his own interest not to send copies of his tender to anybody other than: Dy.Chief Electrical Engineer (Construction) Western Railway, Asarwa Ahmedabad (Gujarat-382345).

3.09.00 CANVASSING AND BRIBERY:

No Tenderer shall canvass any Government official or any Railway Employees in respect of this or any other tender. Contravention of this condition will involve rejection of tender. This clause shall not be deemed to prevent the Tenderer from supplying the Railways Administration information asked for by them. Any bribe, commission, gift or advantage given, promised or offered by the Tenderer, or his partner, agent or servant or any one of his or their behalf to any officer, servant, representative or agent of the Railway Administration or any person on his or their behalf, in relation to the obtaining of this or any other contract with the Railway Administration shall in addition to the criminal liability he may incur under the prevention of Corruption Act.(1988) subject to the Tenderer to the Cancellation or dispute as to the commission of any offence under the present clause shall be decided by the Railway Administration, in such manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter Should a Tenderer be a retired Engineer of the Gazette rank or any other Gazette officer working before his retirement whether in the executive or administrative capacity, or whether holding a pension able post or not, in any Deptt. of any of the Railway owned and administered by the President of India for the time being or should a Tenderer being a partnership firm have as one of its partners a retired Engineer or a retired.

Signature of tenderer

25

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Gazetted officer aforesaid or should a tenderer being an incorporated company have any such retired Engineer or retired Gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted officer from the said service and in cases where such Engineer or officer had not retired from Government service at least two years prior to the date of submission of the tender should a tenderer be a retired Engineer of the Gazette rank or any other Gazette officer working before his retirement whether in the executive or administrative capacity, or whether holding a pension able post or not, in any Deptt. of any of the Railway owned and administered by the President of India for the time being or should a Tenderer being a partnership firm have as one of its partners a retired Engineer or a retired Gazetted officer aforesaid or should a tenderer being an incorporated company have any such retired Engineer or retired Gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted officer from the said service and in cases where such Engineer or officer had not retired from Government service at least two years prior to the date of submission of the Tender as to whether permission for taking such contract or if the Contractor be a partnership firm or an incorporated company to become a partner or director as the case may be or take employment under the Contractor, has been obtained by the Tenderer or the Engineer or the Officer as the case may be, from the President of India or any officer duly authorized by him in his behalf shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement of to the effect that no such retired Engineer or retired Gazetted officer is so associated with the Tenderer, as the case may be rejected.

3.10.00 PRICE VARIATION CLAUSE:

3.10.01 PRICE VARIATION: STANDARD PRICE VARIATION CLAUSE:

As per GCC Part –II para 46 A

3.11.00 FINAL SETTLEMENT:

On expiry of the Maintenance period and issue of Certificate of final acceptance of the entire work the Security Deposit will be refunded to the Contractor after adjustment of any dues payable by the contractor to the Railways and after all conditions have been satisfied.

3.12.00 FURNISHING WRONG INFORMATION:

If the Tenderer deliberately gives wrong information in his/their tender, creates/create circumstances for the acceptance of his/their tender, the Railway Administration reserve the right to reject such tender at any stage.

3.13.00 PERFORMANCE GUARANTEE:

As per GCC Part –II para 16 (4)

3.14.00 INSPECTION OF SITE BEFORE TENDERING:

Signature of tenderer

26

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions

3.15.00 COMPLETION PERIOD:

The entire work shall be completed by the contractor within a “Period of completion” indicated in Chapter 1.01 from the date of issue of letter of acceptance. In case it is not possible the tenderer shall indicate his/ their own delivery schedule.

3.16.00 TERMS OF PAYMENT:-

- a) *70% of price of supply of material on receipt and acceptance of material at site.*
- b) *Balance 20% of price of supply and 90% of price of erection after erection of equipment and material at site.*
- c) *Balance 10% of price of supply & 10% price of erection after commissioning and completion of entire work (for General Service work).*

OR

- i. *Balance 10% of price of supply & 10% price of erection after the portion of OHE charged, goods/passenger train operation has started on regular basis (for TRD work).*
- ii. *All payment shall be made on certificate of Dy. Chief Electrical Engineer (Construction), Western Railway or his authorized representative.*

3.17.00 PREVAILING CONDITIONS:

- *Railway's General condition of contract will be applicable along with special conditions of contract*
- *In case of any conflict between special conditions of contract and the General conditions of contract (GCC), the special conditions of contract will prevail.*

3.18.00: VALIDITY:

Tenderer shall keep of the offer open for a minimum period of **60days** from the date of opening of the tender within which period, tenderer cannot withdraw his offer subject to the period being extended if required by mutual agreement from time to time.

3.19.00 SUPPLY OF ELECTRICITY:-

As per GCC Part –II para 31.(4)

3.20.00 CARE OF STAFF:

Signature of tenderer

27

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

No quarters will be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of work on available Railway land subject to payment of cess and water charges. The Contractor shall at his own cost make all necessary and adequate arrangement for the importation, feeding and preservation of the hygiene of his staff. The Contractor shall permit inspection at all times of all sanitary arrangements made by him, by the Engineer or his assistant or medical staff of the railway. If the Contractor fails to make adequate medical, sanitary arrangements, these will be provided by the Railway, the cost thereof being recovered from the Contractor. In case some accommodation is available, it can be given on license fee.

3.21.00 DAMAGE BY ACCIDENT, FLOODS OR TIDES:

- (a) The Contractor shall take all precautions against damage from accident, floods or tides. No compensation will be allowed to the contractor for his plant or part or material lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the administration lost or damaged by any cause during the course of the Contractor's work.
- (b) The administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause, whatsoever, to any part of the new/existing structure, during construction.

3.22.00 FIRST AID:

The Contractor shall maintain in a readily accessible place first aid appliances including an adequate supply of sterilized + cotton wool. The appliance shall be placed under the charge of a responsible person who shall be readily available during working hours.

3.23.00 INSPECTION REGISTER AND RECORDS:

The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site by the Contractor/s.

- a. Bar chart & Drawings
- b. Insulation Resistance Register
- c. Earth Resistance & Earth continuity Register
- d. Material Receipt from Railway & used at site Register

3.24.00 AVAILABILITY OF G.C.C.:

Copy of G.C.C. is available in General Section of GM (E)'s office, Churchgate on payment also available on Railway board's web site and attached with tender documents.

3.25.00 ENGAGEMENT OF QUALIFIED ENGINEER:

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

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

3.25.02(a) The tenderer/s shall also give a declaration along with his/their tender to the effect that he/they shall engage and continue in service for the period of the contract, One Electrical Engineer Degree Holder and also one Electrical Engineers Diploma Holder. If they are without experience of any kind, they will be given training by the contractor on stipend basis at the rate of not less than Rs.1000/- per month for a period of 12 months. Those who have gained experience and have completed the period of 12 months will thereafter be paid as under:

| | |
|---|--|
| Electrical Engineering: Degree Holder | Not less than Rs.10000/- per month for the duration of the contract. |
| Electrical Engineering: Diploma Holder | Not less than Rs.6000/- per month for the duration of the contract. |

If, the tenderer(s) fails/fail to comply the above declaration, his/their tender will be ignored. In case it is subsequently discovered that the declaration as aforesaid is in any way incorrect or the information furnished therein is wrong, the administration reserves the right to rescind the contract and to take action in accordance with clause 60 of the General Conditions of Contract.

(b) Declaration Form

I/We hereby declare that I/We shall engage and continue in service for the particular work for which tender is submitted one Civil Engineering Degree holder and one Civil Engineering Diploma holder. If they are without any experience of any kind they will be taken under training by us on stipend basis at the rate of not less than Rs.1000/-per month for a period of 12 months Those who have gained experience and have completed the period of 03 months will thereafter to paid as under :

- *Electrical Engg. Degree Holders : Not less than Rs.10000/- p.m. for the duration of contract.*
- *Electrical Engg. Diploma Holders : Not less than Rs.6000/-p.m. for the duration of contract.*

None of the Engineers will be related to me/us.

Signature of tenderer

29

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Date:

Signature of Tenderer/s

3.25.03 Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3.25.01 above, he, in terms of provisions of Clause 26A.2 to the General conditions of Contract, shall be liable to pay an amount of Rs. 40,000 & Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para 3.25.01 (a) & (b) above respectively.

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

3.26.00 WATER:

The contractor(s) shall make his/their own arrangements for potable and other water supply required for the execution of the work as well as for his labour. However, if water is supplied by the Railway, the contractor(s) will have to pay water charges as laid down in the General Conditions of Contract and in addition, the Contractor(s) will have to pay charges as levied by the Corporation/municipality.

3.27.00 DRINKING WATER:

The tenderer shall provide and maintain at suitable places easily accessible to labour a sufficient supply of water fit for drinking.

3.28.00 ERRORS, OMISSIONS AND DISCREPANCIES:

The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

3.29.00 TRESPASS:-

The Contractor shall at all times be fully responsible for any damage or trespass committed by his agents or workmen in carrying out the work, even if such trespass is authorized by the Engineer.

3.30.00 INFLAMMABLE ARTICLES:

Signature of tenderer

30

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Inflammable materials, such as petrol, oil, etc., shall be stored separately from other materials and all due precautions as required under the Indian Explosives Act, or any other act shall be taken by the Contractor(s) to prevent any fires, etc.

3.31.00 TAXES AND ROYALTIES:

3.31.01 All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the Contractor(s) to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

3.31.02 Deduction for Income Tax & Labour cess and compliance with EPFS, EPS rules

The Railway will deduct 2% of income tax on the gross amount and surcharge on income tax of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recovered while making payment to the Contractor/s. The settlement of income tax should be made with the Income Tax authorities.

3.31.03 All taxes such as Income tax, Sales tax and other taxes as prescribed by Central/State Govt. from time to time shall be applicable. The Contractor shall be fully responsible for payments of all such taxes without any liability of Railway Administration deducting towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time.

3.31.04 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, must 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 from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @ 1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

3.31.05 The contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund scheme (EPFS), 1952; Para 3 & 4 of Employee’s Pension Scheme (EPS), 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 Rules.

3.32.00 FOREIGN EXCHANGE REQUIREMENT:

Any demand of foreign exchange for importing of equipments and materials shall not be accepted.

3.33.00 SETTLEMENT OF DISPUTES:

Signature of tenderer

31

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

- 3.33.01 The disputes will be settled under the arbitration act 1996.
- 3.33.02 The successful tenderer/s shall put up his/their claim as per clause 43 of the General Conditions of Contract during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the works. The final authority for giving the decision on claims and disputes put up by the tenderer/s, contractor/s shall be the Chief Electrical Engineer (C)/Chief Administrative Officer (C), Western Railway only.
- 3.33.03 The provision of the Clause 63 and 64 of General Conditions of Contract will be applicable only for settlement of claims or disputes between the parties for value less than or equal to 20% of the value of the contract, and when claims or disputes are of the value more than 20% of the value of the contract, provision of clause 63 and 64 and other relevant clauses of General conditions of Contract will not be remedy for settlement of such disputes.
- 3.33.04 The Contractor/s shall not be entitled to ask for reference to arbitration, before the completion of the work assigned to him/them under this contract. The Contractor/s shall seek reference to arbitration to settle the disputes only once within the ambit of condition 3.33.03 above.
- 3.33.05 The Contractor/s shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor/s after he/they would have signed a 'No Claim Certificate' in favour of the Railway, in such form as shall be required by the Railway/s after the works are finally measured up. The Contractor/s shall be debarred from disputing the correctness of the items covered by "No Claim Certificate" or demanding a reference to arbitration, in respect thereof. After clear no claim as given by contractor the dispute if any will not be arbitrable.
- 3.33.06 These Special Conditions shall prevail over existing clause 63 & 64 of the General Conditions of Contract, other than provision relating to 'Excepted Matters'. For settlement of disputes between one Government Deptt and another or between the Government Department and Public Section undertaking the following special conditions shall be applicable
- "In the event of any dispute or difference between the parties hereto, such dispute or condition shall be resolved amicably by mutual consultation through the good officers of empowered agencies of the Government. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs (Law Secretary) in terms of office Memorandum No.55/3/1/75/CF dt. 19-12-75 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time.
- The arbitration Act, 1996 or the arbitration clause contained in the General Conditions of contract shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties in the dispute, provided however, any party

aggrieved by such award may make further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively".

3.33.07 If any dispute arises between the parties with respect to this agreement, any application or suit shall be instituted only in the court within the local limits of whose jurisdiction, the Western Railway's divisional Headquarters is situated and both the parties shall be bound by this clause.

3.34.01 EMERGENCY WORKS :

- i) In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the Chief Electrical Engineer (C)/Chief Administrative Officer (C), Western Railway, to the contractor.
- ii) Vehicle and equipment of contractors can be drafted by Railway administration in case of accident/ natural calamities involving human lives and market rate as mutually agreed will be paid.

3.35.00 SAFETY PRECAUTIONS:

1. The Contractor/s shall at all times adopt such safe methods of work as will ensure safety of structure, equipment and labour. If at any time the Rly finds the safety arrangements unsafe, the contractor/s shall take immediate corrective action as directed by the Railway's in the matter shall in no way absolve the contractor/s of his/their sole responsibility to adopt safe working methods.
2. The Contractor/s shall design and execute temporary works such as form work and supports, so as to ensure absolute safety of contractor/s personnel as well as Railway staff and personnel engaged on the work. The Contractor/s should indemnify the Railway against damages and injury to workmen. Railway reserves the right to enforce safety regulations on the contractor/s and recover any cost which may be incurred for the purpose.

3.36.00 SAFETY PRECAUTION TO BE TAKEN WHILE PERMITTING PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS:

3.36.01 Whenever a lorry or any other form of road transport is required to ply along, or in the vicinity of a running line or any other railway track where Railway Engines or trains are scheduled to move, the contractor shall inform the Engineer, in writing, of such requirement specifying the locations and the duration of the time over which such specified road vehicles have to operate in the area (for loading, unloading or unloading of earth, ballast or any other material, plant or equipment) without any obstruction or

dislocation to the running of trains. The contractor shall also furnish the particulars of vehicles and the names and photographs of driver and attendant retained for each vehicle to enable the Engineer to issue necessary permits allowing the holder to operate the vehicles, with such restrictions regarding the duration and/or location as are considered necessary. Such permits shall be returned to the Engineer as soon as the work for which it is issued is over.

3.36.02 The contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in-charge of the vehicle, while driving or at rest. The person in charges of the vehicle and the attendants shall at all times be vigilant and on the lookout for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention.

3.36.03 The contractor shall also be bound by the provisions of this agreement, to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railway Act and to seek and be guided by the signals and other directions of any lookout men or other personnel retained for the purpose of ensuring safety, and to ensure care and vigilance while turning, reversing or moving the road vehicle in any other manner, at an inclination to the running Railway track or the siding, as the case may be.

3.36.04 The contractor also undertakes to make good at his own cost any inconvenience, loss, damage or other expenses caused to or incurred by the Railway Administration and to pay such amounts as determined by the Engineer to be recoverable from the contractor as penalty or damage for any omission, negligence, careless, oversight or accident on the part of any of the contractor's agent, drivers or attendants or any other person to whom the services of the holder of the permit (issued by the Engineer) has been lent or otherwise made accessible or available).

3.36.05 Any breach of these conditions by the contractor and/or his agent affecting the safety of movements of trains, engines or other rolling stock of the Railway shall constitute a breach of contract by the contractor entailing liability for termination of contract for default on the part of the contractor.

3.36.06 The tenderer/s will be permitted to make use of the level crossing for crossing the track after observing the standard railway safety precaution. If such precautions are not taken, these will be enforced by the railway by adequate arrangements and the cost thereof shall be recovered from the contractor.

The contractor/s shall inspect the proposed site of work and acquaint himself/themselves with site conditions working hours storing space for materials, approach road/pathways available etc. and all relevant items connected with the execution of work. No claim shall be entertained from contractor making his own arrangements for approach/approach roads from outside Railway

Signature of tenderer

34

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

land and contractor will bear entire expenses such as road taxes payment on right of way etc. to outsiders.

3.37.00 SAFETY MEASURES:

- a. The contractor shall take all precautionary measures and confirm to rules and regulations of the Railway in force for the time being in order to ensure the protection of his own personnel moving about or working on the Railway premises.

The contractor shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work arising out of the failure of contractor or his men to exercise reasonable precaution at all places of work whether or not, the contractor decides to post flagmen at any particular site of work. The flagmen will be appointed by the contractor and no expenses on this account will be charged from the contractor.

- b. Blasting of rock for foundation work shall be done only after due notice is given to the contractor and time/s and date/s for blasting operations agreed to, by the contractor. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the contractor's flagmen on duty take necessary steps to protect train and the track is adequately protected by the contractor against damage by blasting rock. The contractor shall follow detailed instructions applicable in this regards.
- c. Ladder trolleys / ladders shall be used with caution. They shall not be on the track/s. and the until the contractor's flagmen are on duty to protect the trolleys and the contractor's representative authorize in writing for the trolleys to be put on the track/s. Ladder trolleys / ladders shall be promptly removed on instructions from the contractor's representative and well in advance of trains. No claim shall rest on the contractor in the event of a ladder trolley / ladder being run over by a train.
- d. While working within station limit, especially on passenger platforms, the contractor shall ensure that at all time sufficient space is left for free movement of passenger traffic. He must cover and / or barricade the excavation carried out in such areas and continue to maintain these, till the work is completed with a view to avoid any accident to public or to Railway staff.
- e. If safety of track or track drainage etc. is affected, as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the contractor shall take necessary steps and recover the costs from the contractor.
- f. Moreover, if at any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with the Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate any installation concerning train safety or train movement. They shall notify the authorized representative, of the contractor who will take all necessary steps in this regard.

- g. The contractor shall be responsible for safe custody of all equipment's till its commissioning.
- h. The contractor liability to meet third party claims or the type of outline above will be applicable only in case where accident have been caused by the bad workmanship material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.25 lakhs for any one accident.
- i. The contractor shall ensure that unauthorized careless or inadvertent operation of switchgear, which may result in accident to staff and or damage to equipment doesn't occur.
- j. The contractor shall not allow any road vehicle belonging to him or his suppliers etc, to ply in Railway land next to the running line. If for execution of certain works viz. supply & cement concrete for foundation work & transportation of electric poles/OHE mast, the contractor shall apply to the engineer in-charge for permission giving the type and number of individual vehicles, name and license particulars of the drivers, location, duration and timings for such works / movement. The engineer in-charge or his authorized representative will personally counsel examine and certify the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving name road vehicles drives, contractors flagmen and supervisor to be deployed on the work, location, period of the work. This permission will be subject to the following obligatory conditions—
 - i. The road vehicle will ply only between sunrise and sunset.
 - ii. Nominated vehicles and drivers will be utilized for the work in presence of at least one flagman and one supervisor certified for such work.
 - iii. The vehicles shall ply six meters clear of the track. Any movement/work at less than in the six meters and up to minimum of 3.5 mtrs clear of the track center shall be done only in presence of Railway employee authorized by Engineer-in-charge. No part of road vehicle will be allowed at less than 3.5 mtrs from track center. Cost of such Railway employee shall be borne by the Railway.
 - iv. The contractor shall remain fully responsible for ensuring safety and in case of any accident shall bear cost of all damages to this equipment and men and also damages to Railway and its passenger. Engineer in-charge may impose any other condition necessary for a particular work in site.

3.38.0 PARTNER SHIP DEEDS, POWER OF ATTORNEY ETC.

- i. The tenderer/s shall clearly specify whether the tender is submitted on his behalf or on behalf of the partnership concern. If the tender is submitted on behalf of partnership concern he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concerned.

Signature of tenderer

36

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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. The charges have been fixed at Rs.100/- payable by the tenderer at the time of submitting the power of Attorney for scrutiny and legal advice.

- ii. If the power of attorney is not accepted, otherwise than for legal defect, the charges will be refunded. If the Power of Attorney is returned on account of legal defect for correction, separate charges of Rs.50.00 for scrutiny of corrected power of attorney will be payable by the tenderer while resubmitting power of attorney. The same charges will be recoverable for security of all documents.
- iii. No power of attorney in favour of an individual person will be accepted if it is irrevocable.
- iv. In case, where the power of attorney/partnership deed has not been executed in English, the true and authenticated copies of the translation, of the same by Advocate, authorized translator of courts and licensed petition writers should be supplied by the Contractor/s while tendering for the work.
- v. The tenderer whether a sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner/ partners should submit along with the tender or at a later stage, a 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/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign 'No Claim Certificate' and refer all or any disputes to arbitration.
Non – compliance with any one of the conditions set forth herein above is liable to result in the tender being rejected.

3.39.00 VARIATION IN QUANTITIES OF ITEMS OF CONTRACT

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts: GCC para 42.(2)

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.*
2. *In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh*

Signature of tenderer

37

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

- (a) *Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;*
 - i. *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;*
 - ii. *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;*
 - iii. *Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.*
- (b) *The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.*
- (c) *Execution of quantities beyond 150% of the overall agree mental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO(C) / Dy. FA&CAO(C) and approval of General Manager.*
- (d) *As per Rly board letter No-2007/CE-I/CT/18/Pt. XII Dated-8-7-2016 following shall be applicable-*
 - (i) *Since there is an in –built rate reduction clause of 2% and 4 % for variation between 125% and 140 % and between 140 % and 150% respectively on the accept rates, it will only require the approval of an officer not below the rank of SAG, Without finance concurrence subject to other conditions mentioned in clause.*
 - (ii) *However, a supplementary agreement / addendum to original agreement should be drawn subsequent to sanction of the variation by an officer not below the rank of SAG , Which needs to be vetted by finance.*

3. *In cases where decrease is involved during execution of contract:*

- i. *The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.*
- ii. *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.

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

1. *The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.*
2. *No such quantity variation limit shall apply for foundation items.*
3. *As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).*
4. *For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.*
5. *For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.*
6. *For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.*
7. *The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.*

3.40.00 CABLE LAYING:

- (i) *Contractor is instructed to carry out laying of cable as per specified depth and quantity mentioned in schedule with cable route marker as per specification & drawing at specified interval, failing which no payment will be made.*
- (ii) *In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig. or SE/Tele or SE/Electrical (TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. The contractor will go ahead with the shifting of cables as per the program decided.*
- (iii) *In case the cable are not executed as per approved plan, the penalty will be imposed for damages as under :*

Signature of tenderer

39

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| Cable damaged | Penalty per location |
|--------------------------------------|-----------------------------|
| Single Quad cable or Signaling cable | Rs. 1.0 Lakh |
| Single OFC | Rs. 1.25 Lakh |
| Double OFC & Quad | Rs. 1.5 Lakh |
| Electrical Cable | Rs. 1.0 Lakh |

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable. (Authority: Railway Board's letter No. 2003/Tele/RCIL/1 Pt. IX dt. 24.06.13)

3.41.00 LIQUIDITY DAMAGE:

For delay in completion of work liquidated damage will be governed by G.C.C. Part II Para 17-B which is reproduced as under (or as per latest circular):

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 17 -A, 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 (Performa Annex I) 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 a sum equivalent to 1/2 of 1 % of the 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 the under noted percentage 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.

- (i) For contract value up to Rs. 2 lakhs - 10% of the total value of the contract.
- (ii) For contracts valued above Rs. 2 lakhs - 10% of the first Rs.2 lakhs and the 5% of the balance.

Further competent authority while granting extension to the currency of contract under clause 17 (B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case.

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

Signature of tenderer

40

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

damage is caused by such default.

3.42.00 PROVISION OF CONTRACT LABOUR ACT/RULES WILL BE APPLICABLE TO RAILWAY CONTRACTS.

Responsibility for payment of wages.-

- (1) Contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- (2) Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.
- (3) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer.

Registers and other records to be maintained.-

- (1) Every principal employer and every contractor shall maintain such registers and records giving such particulars of contract labour employed the nature of work performed by the contract labour, the rates of wages paid to the contract labour and such other particulars in such form as may be prescribed.

Besides above, all provisions should be complied by the contractor.

- (2) Every principal employer and every contractor shall keep exhibited in such manner as may be prescribed within the premises of the establishment where the contract labour is employed, notices in the prescribed form containing particulars about the hours of work, nature of duty and such other information as may be prescribed.

3.43.00 INSTRUCTIONS FOR SUBMITTING THE TENDERS AS JOINT VENTURE FIRMS

The detailed terms & conditions are stipulated in to GCC Part-I para 17 for “Joint Venture in works Tender”

3.44.01. Compliance with the GST Act, 2017- Special tender condition-

(In reference to Railway Board’s letter No.2008/RS(G)/777/1 dated 06-7-2017)

“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 Tax Authority”.

3.44.02. Implementation of GST Act,2017 – Procedure for payment of Contractual bill.

Signature of tenderer

41

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

(In reference to Railway Board's letter No.2016/CE-1/CT/12/GST/Pt.I dated 29-06-2017)

1. On Indian Railways presently 'Work executed by contractor' is recorded in measurement books by Railway dully accepted by Contractor. Railway prepares 'on account/final contract certificate' for the payable amount based on the work executed and the rates quoted by the contractor dully deducting various statutory taxes like – work contract tax/service tax/royalties/Income Tax etc. as per applicable rates. Further, Railways deposit the statutory deductions themselves to the concerned authorities.

2. With GST Act in force, it will be the responsibility of the service providers (i.e. contractor) to submit the invoice (bill) duly segregating the GST component from the Gross amount of work executed.

3. The procedure as mentioned below while dealing the Contractors payment, is to be followed.

A(i) All works contracts are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & Service, then interpretation regarding nature of contract shall be done as per clause 8, Chapter III of CGST Act, 2017. The goods/service code is notified by Ministry of Finance and can be down loaded from the website www.cbec.gov.in.

(ii) The 'on account/final contract certificate' shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the GST component as detailed in Para (iii) below.

(iii) Since the agreemental rates of contracts are inclusive of all taxes as per clause 37 of GCC-2014, the calculation of 'Gross amount of work executed' 'Amount of work executed excluding GST amount' and 'GST amount' in the 'on account/final contract certificate' shall be done as under :

Let Z = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.

X = Amount of work executed excluding GST amount.

Y = GST amount as per applicable GST rate for that goods/service code.

R = Percentage rate of GST for that Goods/service code.

Then $Z=X+Y$, $Y=X*R/100$

(iv) Percentage rate of GST for various types of goods /services as finalized by GST council can be downloaded from the website www.cbec.gov.in.

B (i) Once the 'on account/final contract certificate' is prepared by Railway and communicated to contract, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' (i.e. "X" & "Y" as mentioned in para 3A(iii) above) along with Invoice No. (bill No.) and all other details required under GST ACT. The sample GST compliant invoice is annexed herewith as **Annexure**.

(ii) In case contractor is liable to be registered under GST Act, Railway shall pay to the Contractor 'Gross amount of work executed' (i.e. "Z" as mentioned in para 3A(iii) above) duly deducting all other leviable taxes like I/Tax, labour Cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, Railway shall deposit all other taxes deducted to concerned authority as is being done

presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid “Amount of work executed excluding GST amount” (i.e. “X” as mentioned in para 3A(iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc as applicable. Railway shall deposit ‘GST amount’ as well as all other taxes deducted to concerned authority.

(iv) In case any need arises to modify the invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.

Annexure :

1. Supplier Name
2. Supplier GSTIN
3. Invoice No.
4. Invoice Issue Date
5. Total Value
6. Taxable Value
7. Goods A/c HSN, Service Accounting Code
8. Goods and Services Description
9. Unit Qty Code
10. Quantity
11. Rate
12. Whether eligible for ITC – Partial/Full/NIL
13. IGST Rate
14. IGST charged Amount
15. CCGST Rate
16. CGST Charged Amount
17. SGST/UGST Rate
18. SGST Charged Amount
19. Cess Rate
20. Cess Charged Amount
21. Name/Recipient of Service/ Goods
22. Place of Supply
23. Recipient GSTIN
24. Tax Payable on Reverse Charge Basis (Y/N)
25. TDS.

3.45.00. **letter of credit (LC)** (In reference to Executive Director/Civil Engineering (G) Railway Board’s letter No.2018/CE-1/CT/09 dated 4-6-18)

| | |
|----|---|
| 1. | All works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs 10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement. |
|----|---|

Signature of tenderer

43

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | |
|----|--|
| 2. | As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth : |
| | <p>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.</p> <p>ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Inolian Railway Electronic Procurement System the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.</p> <p>iii. The option so exercised, shall be an integral part of the bidder's offer.</p> <p>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.</p> <p>v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.</p> <p>a) The LC shall be a sight LC</p> <p>b) The contractor shall select his Advising/Negotiating bank for LC. The incidental conf towards issue of LC and its operation thereof shall be borne by the contractor.</p> <p>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.</p> <p>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 finalised by the engineer in consultation with the contractor on the basis of expected progress of work.</p> <p>e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and again 'i 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 payable7borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.</p> <p>f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.</p> |

| | |
|---|---|
| | <p><i>g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.</i></p> <p><i>h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railway.</i></p> <p><i>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).</i></p> <p><i>j) The contractor shall take print out of the Document of Authorisation 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 Authorisation, Bill of Exchange and Bill.</i></p> <p><i>k) The payment against LC shall be subject to verification from Railways Bank (Local SBI Branch)</i></p> <p><i>l) The Contractor's bank (advising bank) shall submit the documents to the Railways Bank (Local SBI Branch)</i></p> <p><i>m) The Railway bank (issuing bank) shall, after verifying the claim so received w.r.t. the digital signed document of Authorisation received from Railway Account Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.</i></p> <p><i>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.</i></p> <p><i>o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.</i></p> <p><i>p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.</i></p> |
| 3 | For opening of LC executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-1. |
| 4 | Necessary changes in IREPS and IPAS e-applications have already been carried out. For having option for payment to contractors through LC. |
| 5 | This issue with the concurrence of Finance Directorate of Ministry of Railways. |

Annexure -1

Request letter from Executive branch to Accounts Office for opening of LC

Office of---

---Railway

No. _____

Dated _____

**The PFA / Sr. DFM / Dy. FA.
HQ / Division / Workshop / Cost**

Sub :- Opening of LC

Ref :- Supply Order/Contract Agreement No.

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

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

(ix) validity / period for which LC is to be opened.

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

(Signature)

Name: - _____
Designation-----
(Official Seal)

Signature of tenderer

Annexure -2

LCDA No. (18 DIGIT IPAS GENERATED NO.

Dated: - _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works contract / Supply contract No. _____ dated _____

(ii) Inland Letter of Credit No. _____ dated _____

This document is issued against contract No. _____ (FROM IREPS) _____ dated _____ for supply / work of (DESCRIPTION OF GOODS/WORK FROM IREPS)

The beneficiary of the aforementioned Letter of Credit M/s _____ (NAME AND VENDOR CODE) _____ (Vendor Code _____ as per IREPS) is entitled to receive payment aggregating INR _____ \$\$\$\$ (FROM ABSTRACT OF BILL PASSED). Out of a total LC amount of INR _____ (FROM MASTER TABLE OF LC OPENED) _____ against the first/second * commercial Invoice No. (FROM IPAS) _____ dated _____ FROM IPAS _____ for INR (FROM IPAS) _____ raised against the above contract from state bank of India _____ (Branch FROM LC MASTER TABLE) --- on the strength of this certificate .

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

| Sr No. | Invoice No. | Invoice date | Invoice Amount (INR) | LCDA No. | LCDA date | Amount paid (INR) |
|------------|-------------|--------------|----------------------|----------|-----------|-------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Paid | | | | | | |

THIS PAYMENT :- _____ \$\$\$\$ _____

LC BALANCE AFTER THIS PAYMENT : _____

(Signature of authorized Railway authority)

Name :-

Designation

Official Seal

Signature of tenderer

47

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

CHAPTER -IV

GCC

PART I

Instructions to Tenderers (ITT)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

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

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time,

updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

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

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

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

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

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

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

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

Signature of tenderer

50

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

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

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

5. Bid Security:

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

| Value of the Work | Bid Security |
|-------------------|--------------------------------------|
| For 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

Signature of tenderer

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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)***
 - 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 Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.*

6. Care in Submission of Tenders:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (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 is sued 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.*

6.1 The tenderers shall submit a copy of certificate stating that all their statements /documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to **Annexure-V**, in case of other than Company / Proprietary firm. Annexure -V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / 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.

CONSIDERATION OF TENDERS

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

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

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

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

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

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification

Signature of tenderer

54

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

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

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

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

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

ANNEXURE - I
RAILWAY

TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

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 withand hence required to deposit only 50% of Bid Security.

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s).....

Signature of tenderer

ANNEXURE - I (Contd. ...)

TENDER FORM (Second Sheet)

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

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)

6.0 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.

7.0 Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.

- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

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

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

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

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

6. Bid Security:

Signature of tenderer

57

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

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

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

(c) If his tender is accepted,

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

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

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

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

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

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

10. Eligibility Criteria:

Signature of tenderer

10.1 Technical Eligibility Criteria:

(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) *Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or*
- (ii) *Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or*
- (iii) *One similar work costing not less than the amount equal to 60% of advertised value of the tender.*

(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:

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.

10.2. Financial Eligibility Criteria:-

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

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information 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.

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

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

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates

Signature of tenderer

60

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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 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,

Signature of tenderer

61

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

11. Tenderer Credentials:

Signature of tenderer

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 statement / 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 Company /Proprietary form, 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 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.
- (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.
 (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.*

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to

Signature of tenderer

63

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

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

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

(e) Company registered under Companies Act 2013:

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

(ii) *A copy of Certificate of Incorporation*

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

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

(f) LLP (Limited Liability Partnership):

(i) *A copy of LLP Agreement*

(ii) *A copy of Certificate of Incorporation*

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

(iv) *An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation*

Signature of tenderer

in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

(g) Registered Society & Registered Trust:

(i) *A copy of Certificate of Registration*

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

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

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

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

(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.

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

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

Note: A Power of Attorney executed and issued overseas, the document will also have to be

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

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

(a) Should a tenderer

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

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

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

AND

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

THEN

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

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

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust

Signature of tenderer

66

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

JOINT VENTURE (JV) IN WORKS TENDERS

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

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

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

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

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

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

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

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

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

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

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

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

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

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

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

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

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the **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

Signature of tenderer

this authorized member of the JV.

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

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

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

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

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

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

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

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

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

Signature of tenderer

- (i) *A copy of LLP Agreement*
- (ii) *A copy of Certificate of Incorporation of LLP*
- (iii) *A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement*
- (iv) *A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.*
- (v) *An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.*

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

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

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

17.14.7 *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 Bidder 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.*

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

17.15.1 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 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 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.

17.15.2 Financial Eligibility Criteria

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

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

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

17.15.3 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

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

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

Signature of tenderer

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

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

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

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

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

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

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

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

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is

completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

18.10 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 the Tender Form (Second Sheet) above.*

18.11 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 the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

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

(Signature)

(Designation)

Signature _____ of _____ Tenderer(s) _____ Railway Date _____
Date _____

ANNEXURE - I (Contd. ...)

TENDER FORM (Third Sheet)

Name of Work: _____

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

| SL | Item No. of SSOR | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words to be filled by tenderer (₹) | Amount (₹) |
|----|------------------|-----------------------------|----------------------|------|---|------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

2. Non Standard Schedule of Rates (SSOR) Items:

| SL | Item No. | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words to be filled by tenderer (₹) | Amount (₹) |
|----|----------|-----------------------------|----------------------|------|---|------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

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

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

Dated _____

Signature of the Tenderer(s)

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

Signature of tenderer

ANNEXURE – II

AGREEMENT FOR ZONE CONTRACT

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

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

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor _____
Address _____

Designation _____
Railway _____
(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____
Date _____
Signature of witnesses with address _____
Date _____

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

Authority _____ Allocation _____

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

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

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

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

for President of India

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

Signature of tenderer

76

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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

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

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

Contractor _____ (Signature)

Railway: Designation _____

Address _____

For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____

2. _____

ANNEXURE - IV

RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:

ANNEXURE-V
Reference -Para 6.1 of ITT

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or 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 beside *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.

Signature of tenderer

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee *and may also lead to any other action provided in the contract including banning of business for a period of upto two year.*

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

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.**

ANNEXURE-V (A)

Reference -Para 6.1 of ITT

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

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

- i. *I/we certify that (constituent firm / constituent partner) is/are not black listed 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.*
- ii. *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:

Signature of tenderer

81

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

ANNEXURE – VI

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

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY

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

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

Where,

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

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

B = Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed Proforma of Railways for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

Note:

(a) *The Tenderer(s) shall furnish the details of -*

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

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

(b) *In case if a bidder is JV, the tenderer(s) must furnish the details of*

- (i) *Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and*
- (ii) *Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started 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.

Signature of tenderer

82

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. *The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.*
3. *The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.*
4. *The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.*

Signature of tenderer

84

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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 |
| NAME OF BENEFICIARY | PFA/FA & CAO, Western Railway |
| 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.

(As per CAO/C/CCG letter No. WNC.623/0Vol.X dated 25-10-2024)

Annexure -VIB

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

Financial Capacity of the Bidder

Name of Bidder/JV Partner:

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

Certificate from the 'Statutory Auditor

This is certify that:

1. M/s----- having Regd. Office at..... are in the business of providing Construction / Works Contract Services to its clients for..... completed years considered up to 31st March.....

2. Their turnover from business of providing Construction/Works Contract Services in each financial year during the preceding 3 (three) financial years is as given below:

| S No | Financial Year (ending on 31stMarch) | Turnover Data for the Previous $\frac{3}{4}$ Year (Contractual Payment only) (Rs.Crs) | | |
|---|--|--|----------------------------------|-------------|
| | | In Firm's Own Name (Standalone Turnover | Share from Registered JVs* | Total |
| (1) | (2) | (3) | (4) | (5)=(3)+(4) |
| | | | | |
| | | | | |
| | | | | |
| Average Annual Contractual Turnover for last 3 years | | | | |

* Turnover under column (4) is share from Formal JVs registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is a Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is a Partnership Firm) or under 'The LLP Act 2008' (in case JV is a LLP).

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

AND/OR

Signature of tenderer

87

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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

4. This is also to certify that the Turnover figures certified under column (3) above are distinct for the firm and does not include payments received from the JVs considered for turnover under Column (4) above.

5. I/We fully understand that any submission made in this certificate if proved incorrect or false, will render me/us liable to face any penal action or other consequences as may be prescribed in the law or otherwise warranted.

UDIN

Name of the audit Firm:

(Signature, name and designation of the

Seal of the audit firm:

Authorized signatory)

Date:

Membership Np/FRN No.

Place:

Contact details:

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

Certificate from the Independent CA

This is to certify that

1. M/s----- having Regd. Office at..... are in the business of providing Construction / Works Contract Services to its clients for..... completed years considered up to 31st March.....)

2. I/we have examined the prescribed registers, books of account and the bank statement in respect of the above firm.

3. All figures and facts submitted in this form have been certified after full consideration of all observations/notes in Auditor's reports for FY.....

4.Their turnover from business of providing Construction /Works Contract Services in each financial year during the preceding 3(three) financial year is as given below:

| S No | Financial Year (ending on 31stMarch) | Turnover Data for the Previous ³ / ₄ Year (Contractual Payment only) (Rs.Crs) | | |
|---------|--|--|-------------------------------|-------|
| | | In Firm's Own Name (Standalone Turnover | Share from Registered JVs* | Total |

Signature of tenderer

88

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| (1) | (2) | (3) | (4) | (5)=(3)+(4) |
|--|-----|-----|-----|-------------|
| | | | | |
| | | | | |
| | | | | |
| Average Contractual Turnover for last 3 years | | | | |

* Turnover under column (4) is share from Formal JVs registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is a Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is a Partnership Firm) or under 'The LLP Act 2008' (in case JV is a LLP).

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

AND/OR

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

6. This is also to certify that the Turnover figures certified under column (3) above are distinct for the firm and does not include payments received from the JVs considered for turnover under Column (4) above.

7. I/We fully understand that any submission made in this certificate if proved incorrect or false, will render me/us liable to face any penal action or other consequences as may be prescribed in the law or otherwise warranted.

UDIN

Name of the audit Firm:

Seal of the audit firm:

Date:

Place:

(Signature, name and designation of the

Authorized signatory)

Membership Np/FRN No.

Contact details:

SEAL AND SIGNATURE OF THE BIDDER

Notes:

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

| Annual Contractual Turnover Data for the Previous $\frac{3}{4}$ year (Contractual Payment only) | | | |
|---|------------------------|----------------------|---|
| Financial Year (ending on 31st March) | Amount Currency | Exchange Rate | Indian National Rupees Equipment |
| | | | |
| | | | |
| | | | |
| Average Annual Contractual Turnover for last 3 years | | | |

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

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

4. Any certificate issued by Statutory Auditor/ CA must include Unique Document Identification Number (UDIN), without which the same shall be treated as INVALID and the offer shall be summarily rejected.

5. In case where books of accounts of the Bidder is maintained and audited on the basis of Calendar Year, the equivalent year shall be as follows:

| S. No | Financial Year (April to March) | Financial Year (Jan to Dec) |
|-------|---------------------------------|-----------------------------|
| 1 | 2023-24 | 2023 |
| 2 | 2022-23 | 2022 |
| 3 | 2021-22 | 2021 |
| 4 | 2020-21 | 2020 |

CHAPTER -V**GCC
Part II****STANDARD GENERAL CONDITIONS OF CONTRACT**

1. (1) Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

(a) *"Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.*

(b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.

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

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

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

(f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

(g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

(h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General

Signature of tenderer

Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

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

- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

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

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

Signature of tenderer

GENERAL OBLIGATIONS

2.(1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2.(3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

3.(1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.(3) Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

4. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) *The Contractor shall not sub-contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that, for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all-time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member}§*

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

§ may be deleted if the Contractor is not a Consortium/Joint Venture.

(ii) *The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.*

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

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

(iii) *There is no banning of business with the sub-contractor in force over IR.*

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

subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

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

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

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

10. Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

11. Use of Ballast Trains: The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or

damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

12. Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

13. Relics and Treasures: All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

14. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

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

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

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

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up

to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

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

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

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

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

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

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

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

(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.*

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

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

17. Force Majeure Clause: *If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this 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.*

17A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor

Signature of tenderer

100

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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.

Signature of tenderer

101

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

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

| S.No. | Duration of extension of time under Clause 17B | Rate of Liquidated Damages |
|-------|--|--|
| (i) | Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i) | As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week |
| (ii) | Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i) | 0.10 % of contract value for each week or part of the week |
| (iii) | Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i) | 0.30 % of contract value for each week or part of the week |

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.

Signature of tenderer

102

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

NOTE:

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

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 06 Months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification:

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

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

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

Signature of tenderer

103

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

assessment/procurement planning of the tender process in which he is participating;

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

18.(2)

Punitive Provisions:

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

i) If his bids are under consideration in any procurement:

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

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;

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

iii) Provisions in addition to above:

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

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

Signature of tenderer

104

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

EXECUTION OF WORKS

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

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

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

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

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

A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

Details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in

Signature of tenderer

105

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

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

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

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

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

20.(2) Alterations to be Authorized: *No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.*

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

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

21. Instruction of Engineer's Representative: *Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as*

though it had been given by the Engineer provided always as follows:

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

22.(1) Adherence to Specifications and Drawings: *The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.*

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

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

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

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

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

24. Damage to Railway Property or Private Life and Property: *The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.*

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

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

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

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

Signature of tenderer

108

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

workmen employed by him.

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

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

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

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

26A.3 *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'.*

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

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

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in

Signature of tenderer

109

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

28. Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of Work before Covering Up: The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

31.(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply.

31.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or

failure of the water supply.

31.(4)(a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

32. Property in Materials and Plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

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

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

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

other dues of Contractor with the Government of India.

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

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

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

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

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

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

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the

Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

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

37. Rates for Items of Works:

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

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

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

38. Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or

unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

39.(1) Rates for Extra Item(s) of Works:

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

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

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

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

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

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

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

purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

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

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

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

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

VARIATIONS IN EXTENT OF CONTRACT

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

Contractor, and till then the Railway shall have the right to repudiate such arrangements.

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

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

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

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

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

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

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

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

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

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

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of

25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

CLAIMS

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

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

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

Signature of tenderer

who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

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

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

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) *It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.*
- (ii) *If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.*

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has

Signature of tenderer

118

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

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

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

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

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

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

(a): Mobilisation Advance –

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

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

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

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

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

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

(b): Advance Against Machinery and Equipment –

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

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

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

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

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

46A. Price Variation Clause (PVC):

46A.1 Applicability: 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) :

- Materials supplied by Railway to the Contractors, either free or at fixed rate;*
- 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).*

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

46A.3 Validity:

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

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

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

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

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

(I). For Civil Engineering Works

| 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 _c | 20 | 25 | 30 | 20 | 50 | 20 | 20 | 0 | 0 | 10 | 25 |
| 3 | Steel | S _c | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 85 | 0 | 50 | 0 |
| 4 | Cement | C _c | 0 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 85 | 0 | 0 |

Signature of tenderer

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | | | | | | | | | | | | | |
|-------|--------------------------|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 5 | Plant Machinery & Spares | PM _c | 30 | 15 | 5 | 20 | 15 | 20 | 30 | 0 | 0 | 10 | 30 |
| 6 | Fuel & Lubricants | F _c | 25 | 15 | 5 | 15 | 15 | 20 | 15 | 0 | 0 | 10 | 20 |
| 7 | Other materials | M _c | 10 | 15 | 30 | 30 | 5 | 25 | 20 | 0 | 0 | 5 | 10 |
| 8 | Detonators & Explosive | E _c | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | | | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 |

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

1A All Item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

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

3B Item(s) for supply of Steel

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

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

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

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

Signature of tenderer

122

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

- 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: 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)
$$T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$

Signature of tenderer

123

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

$$(ix) \quad R = [0.94x(R_T - R_O) / R_O + 0.06x(Z_T - Z_O) / Z_O] \times 85$$

$$(x) \quad N = [(P_T - P_O) / P_O] \times 85$$

$$(xi) \quad I = [(I_T - I_O) / I_O] \times 85$$

$$(xii) \quad G = [(M_Q - M_B) / M_B] \times 85$$

$$(xiii) \quad Er = [(L_Q - L_B) / L_B] \times 85$$

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)

Lc % of Labour Component in the item(s)

Mc % of Material Component in the item(s)

Fc % of Fuel Component in the item(s)

Ec % of Explosive Component in the item(s)

PMc % of Plant, Machinery and Spares Component in the item(s)

Sc % of Steel Supply item Component in the item(s)

Cc % of Cement Supply item Component in the item(s)

W Gross value of work done by Contractor as per on-account bill(s) excluding the

Signature of tenderer

124

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Gross value of work under W_S or/and W_C or/and W_{SF} or/and W_F or/and W_{SFL} or/and W_{FL} and cost of materials supplied by Railway either free or at fixed rate,

- W_S *Gross value of work done by Contractor for item(s) of supply of steel.*
- W_C *Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.*
- W_{SF} *Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.*
- W_F *Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.*
- W_{SFL} *Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.*
- W_{FL} *Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.*
- L_B *Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period*
- L_Q *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_B *Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period*
- M_Q *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_B *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_Q *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_B *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_Q *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 _B | 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 _Q | 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 _B | <i>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.</i> |
| S _Q | <i>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.</i> |
| C _B | <i>Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period</i> |
| C _Q | <i>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</i> |
| R _T | <i>IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.</i> |
| R _O | <i>IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.</i> |
| P _T | <i>IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.</i> |
| P _O | <i>IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.</i> |
| Z _T | <i>IEEMA price index for Zinc for the month which is two months prior to date of inspection of material</i> |
| Z _O | <i>IEEMA price index for Zinc for the month which is one month prior to date of opening of tender</i> |
| I _T | <i>RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material</i> |
| I _O | <i>RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender</i> |

(III) SIGNALING & TELECOMMUNICATION WORKS:

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

Signature of tenderer

126

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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)
$$VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$$
- (ii)
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
- (iii)
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
- (iv)
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$$
- (v)
$$\text{VINVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o]; \text{ and}$$
- (vi)
$$\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o].$$

Where

VSIGWK = 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 sub-paragraph (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 sub-paragraph (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 sub-paragraph (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 sub-paragraph (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;

CEQP₀ = 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;

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

ELEX₀ = The WPI for electronics for the month of the Base Month;

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

P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C₀ = 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.

P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C_o = 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.

P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C_o = 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.

P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C_o = 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.

P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9C_o = 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.

P6C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

P6C_o = 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.

P4C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

P4C_o = 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.

P2C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

P2C_o = 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.

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

P12C2.5_o = 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.

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

P2C2.5_o = 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.

P2C25_i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

P2C25_o = 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_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = 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;

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

OFC_i = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

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

OTH_i = 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:

Signature of tenderer

130

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| Works Component | 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) | ***% | — | — | ***% | — | — |
| 2C x 25 sq mm signalling cable (S2C25) | ***% | — | — | ***% | — | — |
| 0.9 mm dia, 6Quad cable (QC) | ***% | — | — | ***% | — | — |

Signature of tenderer

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | | | | | | |
|-----------------|------|------|------|------|------|------|
| Labour (PLB) | ***% | — | ***% | ***% | ***% | ***% |
| Other materials | ***% | ***% | ***% | ***% | ***% | ***% |
| 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:

$$P_i = P_o + CuF (Cu - Cu_o) + CCFCu(CC - CCo) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + CuF (Cu - Cu_o) + AlFCu(Al - Alo) + CCFCu (CC - CCo) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Alo) + CCFAl(CC - CCo) + FeF (Fe - Fe_o)$$

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

Cu_o = Price of copper Rod in Rs. Per MT

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

CCo = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminium

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

$CCFAl$ = 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 Cu_o , CCo , Fe_o , Alo 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

Signature of tenderer

132

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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.

$$P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$$

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

$$P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$$

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

$$P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$$

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

$$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - CC_o) + 0.289(Fe - Fe_o)$$

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

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

$$P9C_i = P9C_o + 0.117(Cu - C_{uo}) + 0.241(CC - CC_o) + 0.383(Fe - Fe_o)$$

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

(vi) Size 6Cx 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$$

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

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

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

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

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

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

(ix) Size 12C x 2.5 sq.mm

$$P12C_{2.5_i} = P12C_{2.5_o} + 0.282 (Cu - C_{uo}) + 0.371 (CC - CC_o) + 0.342 (Fe - Fe_o)$$

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

$$P2C_{2.5_i} = P2C_{2.5_o} + 0.047 (Cu - C_{uo}) + 0.139 (CC - CC_o) + 0.277 (Fe - Fe_o)$$

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

$$P2C_{25_i} = P2C_{25_o} + 0.146 (Al - A_{lo}) + 0.303 (CC - CC_o) + 0.306 (Fe - Fe_o)$$

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

$$PQC_i = PQC_o + 0.135 (Al - A_{lo}) + 0.139 (Cu - C_{uo}) + 0.515 (CC - C_{co}) + 0.693 (Fe - Fe_o)$$

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.

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

| 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, | Average of per tonne rates of 'Angle 75x75x6mm, |

| | | |
|----|--|--|
| | channels and joists | Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A” |
| 3. | All types and sizes of plates | Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A” |
| 4. | Any other section of steel not covered in the above categories | Average of price for the 3 categories covered under SL 1, 2 & 3 in this table. |

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

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

46A.10 Price Variation during Extended Period of Contract

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

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

47. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other

Signature of tenderer

135

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

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

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

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

48(3) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

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

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

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA

Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

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

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

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

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

- (i) *For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this*

Signature of tenderer

137

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.*
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.*

52. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

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

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.*

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

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

LABOUR

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

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

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

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

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

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

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

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

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

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

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

with the provisions of the aforesaid Act and Rules wherever applicable.

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

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

55-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of 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.

Signature of tenderer

141

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

(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."

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

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

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

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

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

58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for

Signature of tenderer

142

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

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

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

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

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

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

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

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

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

59. (7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site

Signature of tenderer

143

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

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

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

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

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

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

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

EXPLANATIONS:

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to

1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

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

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

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

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

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) *Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or*
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or

Signature of tenderer

145

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

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

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

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

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

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

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional

Signature of tenderer

146

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

(i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

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

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

Signature of tenderer

147

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

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

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

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

Signature of tenderer

148

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

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

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

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

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

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

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

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

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

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

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

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

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

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

64.(1) : Demand for Arbitration:

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

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

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

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

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

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

Signature of tenderer

150

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

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

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

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

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

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

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator:

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

64.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers 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

Contactor'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.

64.(3)(a)(iii): The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

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

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

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

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or

plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.(3)(c)(iii): (i) Qualification of 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.

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

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

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

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

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

Signature of tenderer

153

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

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

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

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

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

Signature of tenderer

155

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

ANNEXURE – VIIA
(Reference Clause 40(A))

Registered Acknowledgement Due

PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of tenderer

156

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

ANNEXURE – VIIB
(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. *Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.*

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract

Signature of tenderer

157

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

(including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____
6. Physical fitness
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____

I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

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

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

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

ANNEXURE – IX
(Reference Clause 62. (1))

Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)**

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of tenderer

160

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

ANNEXURE – X
Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract 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.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of tenderer

161

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

ANNEXURE XI
Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on
registered IREPS Email
PROFORMA OF TERMINATION NOTICE
..... RAILWAY

(Without Prejudice)

No..... Date.....
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

Signature of tenderer

162

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. *Seven days' notice under Clause 62 of the Standard General Conditions of Contract 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 part of work.....(details of part to be mentioned).*

2. *You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.*

3. *Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.*

4. *The contract value of part terminated contract shall stands reduced to*

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of tenderer

163

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)**

_____ RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. *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 part of work.....(details of part to be mentioned).*
2. *Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same 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*
3. *Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.*
4. *The contract value of part terminated contract stands reduced to*

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of tenderer

164

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

ANNEXURE – XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

1. *Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.*
2. *Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated ____ for the performance _____ herein after called the 'Principal Agreement'.*
3. *And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.*
4. *And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.*

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his /its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has

accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no

further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. *It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.*

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _

—

Signature of tenderer

167

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

ANNEXURE-XV

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.

ANNEXURE-XVI

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:

Signature of tenderer

169

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

CHAPTER –VI**TECHNICAL SPECIFICATION & EXPLANATORY NOTES****Tender No.-** EL/C/ADI/GS/294/2026-27

Office of the
Dy.Chief Electrical Engineer
(Const.) Western Railway
Ahmedabad

Name of work:- Modification of 11 KV HT/LT overhead power line crossing Railway track crossings by laying underground cables between Sarkhej-Dholera section in connection with Construction of New SHSR BG Double line between Sarkhej to Dholera with Spur lines to Lothal NMHC and Dholera International Airport in Bhavnagar Division, Western Railways

SCOPE OF THE WORK:- Modification of 11 KV HT/LT overhead power line crossing Railway track crossings by laying underground cables between Sarkhej-Dholera section in connection with Construction of New SHSR BG Double line between Sarkhej to Dholera with Spur lines to Lothal NMHC and Dholera International Airport in Bhavnagar Division, Western Railways in the guidance with Railway site Engineer as per schedule of approximate quantity and rates

TECHNICAL SPECIFICATION:

1. Make & category of items shall be got approved from Dy. CEE (C)ADI before supply.
2. The contractor shall carry out the electrical work as per IE Rules & Regulation, specification and shall be in work like manner. Relevant I S specifications wherever applicable shall be followed.
3. The work includes supply of materials, erection, installation, laying, terminating, connecting, testing, & commissioning of electrical assets as mentioned in the schedule of approximate quantity and rates and specification as enclosed in tender documents.
4. The contractor has to supply & provide ancillary materials required for the work even if they are not mentioned in the tender schedule for which no extra payment shall be made.
5. All the materials used in the work shall be of the make as per enclosed list and shall be got approved from Dy. CEE(C)ADI before its installation. Contractor shall have to arrange inspection at manufacturer's premises. Material should be kept in safe custody by contractor. After entire completion of work, the contractor shall have to deposit balance material to Sr. SEE/C/ADI.
6. The contractor if damage other installation / structure for the purpose of executing electrical works shall do reconditioning of floors, walls and ceilings to their original level of workmanship.
7. All required tools and instruments shall be arranged by the contractor.
8. The unit rate in the rate schedule includes supply, installation, testing, & commissioning including all contingent material like hard ware, bushes, PVC flexible pipe, seamless pipe

Signature of tenderer

170

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

- down rods, chain, clamps, connecting wires etc. even if not specified in the rates schedule. All hardware like Nuts, bolts, washers, clamps etc. should be of GI.
9. Electrical works shall be carried out by the contractor in supervision of the Railway & SEB Engineers and contractor shall inform the Railway & SEB representative before starting the work. All the hidden work i.e. laying of cables, foundation etc. shall be carried out in the presence of Railway & SEB supervisor / representative.
 10. Any conflict/dispute/modification in specification given will be finalized by Dy. CEE (C) ADI and contractor has to accept the decision of Dy. CEE (C) ADI.
 11. The contractor will be responsible for any damage / theft for part of the work completed & paid in running bills till entire work is completed and taken over by the Railway.
 12. The electrical contractor having valid electrical contractor's license shall carry out the work under the tender.
 13. The contractor should have to carry Railway supervisors and engineers to the place of work for inspection and providing the required tools and equipment's etc., inspection is the responsibility of the contractor for which no additional payment is to be made.
 14. The vehicle and equipment of the contractor can be the drafted by Railway administration in case of accident / natural calamities involving human lives.
 15. If the IS No. of any material in the tender is modified or amended, the latest shall be accepted.
 16. Railway may ask copies of challans, bills of Supplier/Manufacturer to verify genuineness of supplied material including taxes paid to government like Excise Duty, VAT, and Service Tax etc.
 17. The work done by the contractor shall be of aesthetic look.
 18. All switches, sockets, ceiling rose, lamp holders, switch boards should have engrave ISI marked in concave/convex manner.
 19. Before starting of work contractor should carry out joint survey with Railway Engineer of all work site & prepare drawing /design/layout of wiring, cabling, panels, DB and other electrical items to be provided at site & submitted to Dy.CEE/C/ADI for approval.
 20. ACB/MCCB/MCB/RCCB/RCBO should be IS/IEC marked.
 21. List of Approved makes shall be applicable for all concern schedule items.
 22. LED Luminaries as per WR specification No. WR /CCG/ SPECIFICATION /P / 001 (Rev.01)-2018 or Latest.

STANDARDS –

The following standards of latest/Revision edition and Indian Electricity Rules/Fire Insurance Regulations and rules shall be applicable:

| IS No. | Items |
|--------------------------|---|
| IS: 1646/1997 | Code of practice for fire safety of buildings (General) Electrical installation |
| IS: 9537 (Part - 3)/1983 | Rigid non-metallic conduits for electrical wiring. |
| IS : 4648/1968 | Guide for electrical layout in residential buildings. |

Signature of tenderer

171

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | |
|------------------------------------|---|
| IS 4615/1968 | Switch socket out lets |
| IS 3419/1988 | PVC Conduit accessories |
| IS 694:1990 | Cables-LT PVC insulated multi-stranded single & multi-core |
| IS 3854/1997 | Switches |
| IS 1293/2005 | Plugs & sockets |
| IS 371/1999 | ceiling rose |
| IS 1258/2005 | Pendent holder, batten holder |
| IS 8828/1996 | MCB |
| IS 13947-2/1993 | MCCB |
| IS 12640 (Pt.I) 2000 | RCCB |
| IS 732/1989 | Code of practice for electrical wiring installation |
| IS: 3043/1987 or latest | Earthing |
| IS 13032:1991 | AC MCB board for voltage not exceeding 1000V-specification. |
| IS 13779 ISI marked clause-1 /1999 | Electronic energy meter |

1. General remarks for wiring.

- i. Relevant code of practice for electrical wiring as per IS: 732/1989 or latest to be followed along with the following.
- ii. All lamps shall be hung at a height of not less than 2.5 m above the floor level.
- iii. Switch boards shall be provided at 1.5 mtrs above the ground level.
- iv. Live wires of the points (half/phase) must be controlled by switches.
- v. Wiring shall be done by looping system. Phase/live conductors shall be looped at the switch box. For point wiring neutral/earth first looping shall be done in switchboard and subsequent loop shall be made at each point outlet. No joints shall be allowed in the wiring inside the PVC conduit/casing.
- vi. The contractor shall have to maintain the standard colour code for circuit such as phase– red, neutral- black, earth - green /gray. For 3-phase colour coding shall be Red, Yellow & Blue for Phases, Black for neutral and green/grey for earth.
- vii. Wiring shall be suitable for 240V AC between phase & neutral and 415 V AC between two phases.
- viii. All wiring shall be free from short - circuit/earth fault and shall be tested for these defects prior to being connected to the circuit.

Signature of tenderer

172

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

- ix. There shall be a spacing of at least 125 mm between live parts and the mounting plane of the fixture.
- x. The clearance between the bottom most point of the ceiling fan and the floor shall be not less than 2.4 m. The minimum clearance between the ceiling and the plane of the blades shall be not less than 300 mm.
- xi. Light & Fan may be wired on common circuit. Such sub circuit shall not have more than a total of ten points of light, fan and 5A socket outlets. The load of such circuit shall be restricted to 800 watts.
- xii. 6/16Amp socket outlets shall be installed at the following positions, unless otherwise specified.
 - a) Non-residential building-23cm above floor level.
 - b) Kitchen - 23cm above working platform and away from the likely position of stove and sink.
 - c) Bathroom - no socket outlet is permitted for connecting portable appliances, thereto. MCB/IC switch may be provided 2m from fixed appliances, and at least 1m away from shower.
 - d) Rooms in residence – 23 cm above floor level or any other level in special cases with the approval of site engineer.
- xiv. Connection for electrical fitting shall be done with 3 core flexible copper wire ISI mark to from ceiling rose. Provided Chrome plated screw, nut, bolts, washer shall be used for electrical connection.
- xv. Wires used for wiring shall be multi-strand single core FRLS-PVC insulated 1.1kv grade Copper conductor with ISI mark. If any manufacturer discontinued FRLS wires, in such circumstances higher version FRLSH wires can be accepted. Make-As per List enclosed and shall be got approved from Dy.CEE (C) ADI before supply. All wires should be of one make.
- xvi. PVC casing capping and accessories shall be as per IS14927 of minimum thickness of 1.2 mm, Casing capping/PVC conduit pipe shall be of MMS IS: 9537 (Part - 3)/1983 and of Ivory/white colour only, Wall crossing of wiring should be done through PVC Conduit pipe, make- As per List enclosed and shall be got approved from Dy.CEE (C) ADI before supply.
- xvii. Hardware, nut, bolts, washers, clamps etc. used for fixing shall be of G.I.
- xviii. As far as possible modular Switch, modular Socket and other accessories shall be of ISI mark.

2. TESTING OF INSTALLATION

Before a completed installation is put into service, the following tests shall be complied with

i. INSULATION RESISTANCE

The insulation resistance shall be measured by applying 500 volt megger with all fuses in places, circuit breaker and all switches closed.

The insulation resistance in mega-ohms of an installation, measured shall not be less than 50 mega-ohms divided by the number of points on the circuit.

**The insulation resistance shall be measured between
EARTH TO PHASE**

Signature of tenderer

173

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

EARTH TO NEUTRAL
 PHASE TO NEURAL
 PHASE TO PHASE.

ii. **EARTH CONTINUITY PATH**

The earth continuity conductors shall be tested for electrical continuity and the electrical resistance of the same along with the earthing lead but excluding any added resistance or earth leakage circuit-breaker, measured from the connection, with the earth electrode to any point in the earth continuity conductor in the completed installation and shall not exceed one ohm.

iii. **POLARITY OF SINGLE POLE SWITCHES**

A test shall be made to verify that every single pole switch is connected to one of the phase of the supply system.

iv. **COMPLETION CERTIFICATES**

All the above tests shall be carried out in presence of Dy.CEE(C) ADI's representative and the results shall be recorded in prescribed forms. Any default during the testing shall be immediately rectified and that section of the installation shall be re tested. The completed test result form shall be submitted to the client for approval.

On completion of an electric installation a certificate shall be furnished by the contractor, countersigned by the certified supervisor under whose direct supervision the installation was carried out. This certificate shall be in a prescribed form as required by the local electric supply authority.

Other Tender Conditions:

1. The material to be supplied by contractor/Railway shall be transported by the contractor. Transportation facility, loading and unloading of material shall be arranged by contractor at his own cost.
2. During execution of work, necessary protection is to be taken by contractor for safety of SEB/State Electricity board's (SEB's) Property/moving trains/ Railway Track/ Railway Property/ Railway Staff/ Passengers/ Contractors staff etc.
3. All the works are to be done in the day time only in the presence of Railway representative and Electricity board representative.
4. Testing of materials supplied by the contractor: -
 Contractor must invariably submit inspection certificate for Original Equipment Manufacturer for the material and equipment supplied by him under this contract except for the item for which it is not feasible to obtain such inspection certificate for Original Equipment Manufacturer.

Signature of tenderer

174

Dy. Chief Electrical Engineer
 (Const.) W.Rly. Ahmedabad.

Railways reserve to right to get sample of any material/ equipment tested at any recognized and reliable testing laboratory or any government testing laboratory at any stage during the execution of work under this contract. The cost will be borne by the contractor.

5. Inspection of various material/equipment will be done by Consignee/SEB/RITES officials. The inspection charges will be borne by the contractor. Supervision of the UG work will be done by SEB i.e. UGVCL officials.

6. The Goods supplied under this contract shall confirm to the technical standards mentioned in the Technical Specifications and when no applicable standard is mentioned, such standards shall be the latest issued by SEB i.e. UGVCL.

7. The material procurement shall be done from approved vendors of Railways/SEB. Before commencement of the work name of such vendor has to be got approved from Railway/SEB office. (Vendor Approval)

9. All instruments shall have as high accuracy as possible consistent with best modern design. All instruments shall be tested in accordance with the requirements of the standard, wherever specified. In case where no specific standards are mentioned, the Contractor shall submit the list of the standards in accordance with the Instruments proposed to be manufactured and tested and these shall be subject to the approval of the Railway in every case.

10. The contractor needs to be all liasoning with SEB required for successful execution of work.

11. The contractor should have valid Electrical contractor license issued by Govt. and submit along with tender document.

12. The price shall include all work mentioned in item in all classes of soil, including Black cotton and loose soils and hard.

13. Cement shall be used of 53 grade and of popular brand.

ITEM NO.1: SUPPLY & ERECTION OF H-BEAM POLES

This item covers excavation of pit in all type of soil, refilling and concreting for making pole/foundation, mugging, curing and erection of H-Beam poles etc. foundation shall be of 1:3:6 concrete mixture with mugging of 400 mm dia all around the pole and Erection of H-Beam poles 11 M. long, 1/6th portion of the H-Beam pole shall be buried in the foundation and alignment to be in vertical position or in suitable angle for stud, if required. The H-Beam pole shall be of H-Beam section size 150 mm x 150 mm (37.1 Kg/Mtr $\pm 5\%$) of length 11 M. It also includes cleaning, cutting and transportation of H-Beam poles, supply of paints and painting of complete pole with two coats of Red Oxide and two coats of aluminum paints of good quality with providing postman red paint band 200 mm in length around the pole at a distance of 1 Mtr below the lowest cross arm or live portion and black paint up to the height of 2 Mtr from the top of the mugging of H-Beam pole. The price also covers cost for Stone block/pre cast block for base padding 450x450x75

Signature of tenderer

175

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

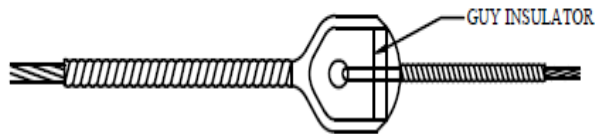
mm.

The Material of grade “A” E250 (Fe-410WA) should have been successfully tested at NABL Laboratories for following tests to conform as per IS: 2062-2011 Grade ‘A’ modified up-to date or its equivalent international standard for steel materials & technical specification within the last 5 (five) years from the date of opening of tender. The bidder shall be required to submit complete set of the following test reports along before supplying material at site.

1. Freedom from defects
2. Chemical Composition
3. Mechanical Properties
 - Tensile Strength
 - Yield Stress
 - Percentage Elongation
 - Bend Test
4. Dimension Test & Weight (kg/M)

ITEM NO. 2: SUPPLY & ERECTION OF STAY SET

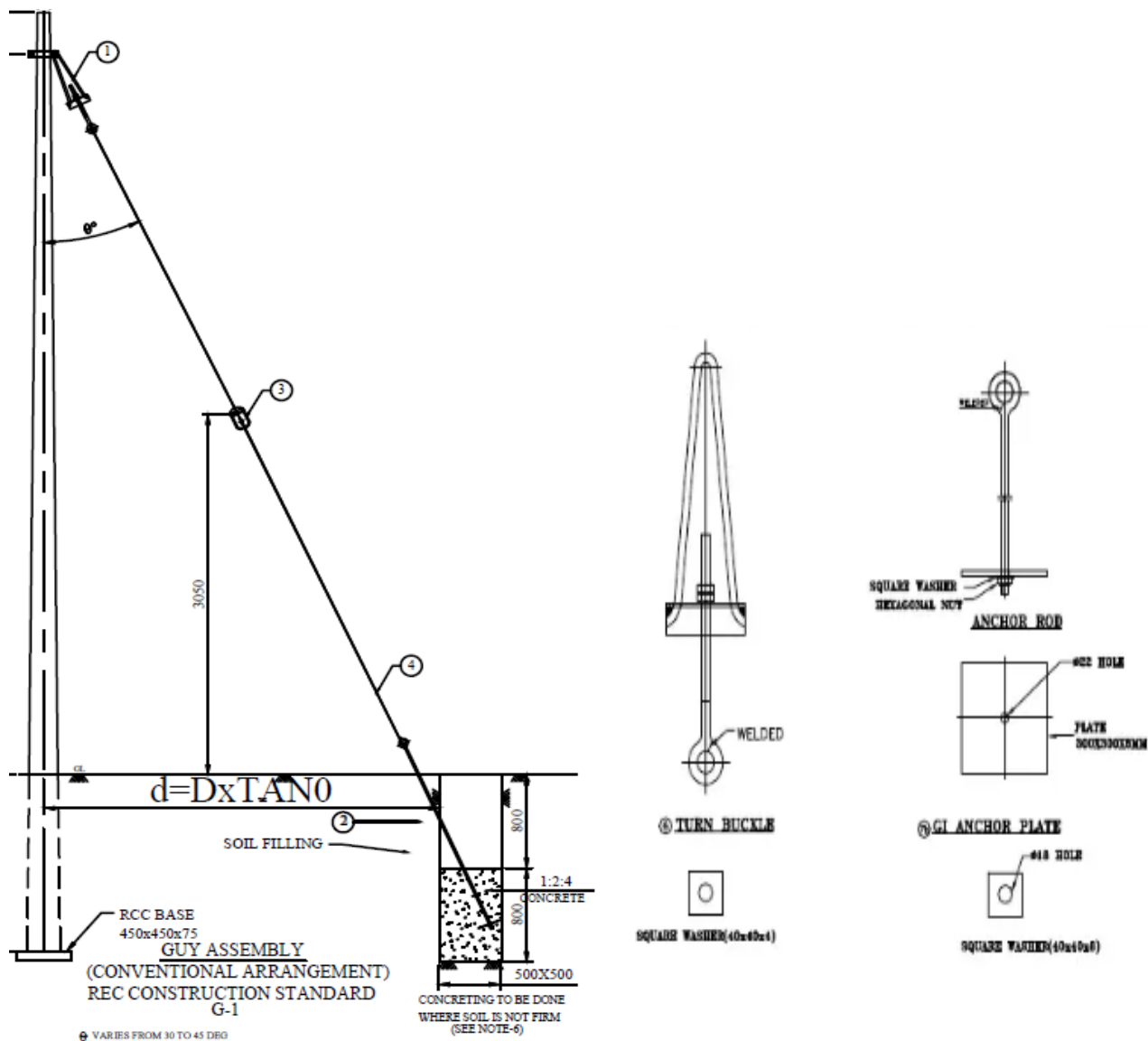
This item covers supply and erection of stay rod 20 mm dia with anchor plate or iron channel, stay clamp, stay tightener, Guy insulator, stay wire size 7/3.15 mm including excavation of pit refilling and concreting of stay rod with concrete mixture of 1:3:6 at an approx. depth of 1.5 meter.



STAY INSULATOR MAKE-OFF



END MAKING OF GUY WIRE



ITEM NO.3: SUPPLY & FIXING OF M.S.CHANNEL.

This item includes supply of M.S. channel 100 x 50 x 5 mm size and fabricating, drilling of holes and fixing on existing D.P. or F.P. structures through M.S. clamps of suitable size and hard wares. The channel and clamps etc. shall be duly painted through red oxide and aluminum paints.

Steel Material items

Material of grade “A” E250 (Fe-410WA) should be confirming to IS 2062/2011 with latest amendment if any. The material dimension shall be in accordance with the relevant Indian standard mentioned in table 4 of IS: 2062/2011. The rolling tolerance shall be as per IS: 1852/85.

| Sr No. | Description of specification | Kg/ Mtr |
|--------|------------------------------|---------|
|--------|------------------------------|---------|

Signature of tenderer

177

*Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.*

| | | |
|---|---|------|
| A | Supply of M.S. Channel conforming to IS-2062, Gr-“A” 100x50x5MM | 9.56 |
|---|---|------|

ITEM NO. 4: SUPPLY OF MATERIAL AND PROVIDING EARTHING.

At each location the tenderer shall supply the material and erect ‘pipe earthing stations’ one each for individual end termination on both the ends of the cable laid and other locations as required. The earthing shall generally be governed by IS-3043 or latest and as per specification & Drg. Enclosed.

Providing earthing arrangement includes digging of earth pit 3.4 mtr deep and laying of earth electrode fabricated from 3.25 mtr. long x 50 mm bore medium class G.I. pipe for domestic/industrial installations and substation installation respectively as per drawing attached, surrounded by charcoal and salt layer wise. After laying of earth electrode RCC earth circular box and its cover shall be provided with G.I. ‘J’ bolts, nuts and washers.

In case of earth provided for substation installations, the connections from earth electrode to earth bus bar and from earth bus bar to installations shall be carried out with 50 x 6 mm and 25 x 5 mm size respectively G.I. strips along with G.I. bolts, nuts, spring washers and respective sizes Green/Black PVC sleeves. In case of structure earth, bridging of No. of earth electrodes is required to be carried out by contractor if it is specified in descriptive note.

On completion of earthing as above, an arrangement for measuring earth resistance is to be made by contractor and measurement shall be taken in presence of Railway representative. Necessary water treatment etc. shall also to be carried out if earth resistance is found more than specified value as per I.E. regulations. Measured value of earth resistance should be painted on RCC earth circular box with date. All the materials for providing earthing will be supplied by contractor including earthing strip.

ITEM NO.5: G.I. WIRE 6 SWG

G.I. wire 6 SWG shall also be supplied and laid and connections shall be made through G.I. bolts and washers.

ITEM NO.6: EXCAVATION OF CABLE TRENCH

The price shall cover for digging of cable trench 500 mm wide x 1000 mm deep for laying of cable for open area & filling of trench after laying of cable. The price shall also include digging of cable trench under track for double cable of dimension 500 mm wide x 1500 mm deep below rail level and its filling after laying of RCC pipe as per specification in all types of soil, ramming the soil and reform the surface as original by spreading ballast below & side of the track to its original position. If the digging of 1500 mm is not possible, then same to be varied as accepted by the Railway representative at site & payment will be made proportionate to the depth of excavation compared to 1500 mm depth.

ITEM NO. 7: LAYING, TESTING & COMMISSIONING OF HT XLPE CABLES

This item covers laying of XLPE H.T, 3 core cables of various sizes up to 300 mm². Cable will be supplied by Railway at the store depot of SSEE/Const.at ADI. Necessary arrangements shall be made by the contractor for loading and transportation of the cables to site. Before laying the

Signature of tenderer

178

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

cable the trench/pipe should be thoroughly checked for sharp ballast & etc. so that cable may not be damaged. Two lengths of cable shall be laid for each crossing and as per site requirement, one no of cable will be connected to O/H and other one shall be kept as spare. All the cables shall be suitably and separately clamped with the structure through suitable M.S. flat clamps of 40x5 mm size MS flat & nut bolts etc. Before and after laying the cable, the I.R. value should be checked and all the instruments for testing shall be arranged by the contractor and submit the report to DY.CEE-C-ADI office.

While laying the cable, care should be taken that no tree roots come on way of the cable, as it may damage the insulation. Armoring of cable should be earthed at both the ends. Cable crossing on the Road/Rly. Track should be at right angle. After laying the cable a layer of 75 mm of soft soil should be placed above the cable and then if required, for mechanical protection second-class burnt brick should be placed on it to cover all the cable laid. After doing this, the trench can be filled up with soil available thereby. The pipe shall be laid in a slope for easy drain out of the water and joints should be waterproof. Wherever the cable emerges out of ground at least one loop of sufficient radius should be provided under the ground. While laying the cable it should be ensured that no obstruction should come in way like drainage, power cables, telecommunication cables etc. The water logging should be avoided. The contractor will be responsible for any damage / theft of cable till entire work is completed and taken over by the Railway.

ITEM NO. 8: HT CABLE END JOINTING KIT

This item covers supply installation and commissioning of outdoor cable jointing kit Heat Shrinkable type of approved make complete suitable for XLPE 11 KV (E) 3 core 185mm². Before installation, the cable end box shall get approved from Deputy Chief Electrical Engineer (Const.) W.Rly. Vadodara or his authorized representative. The individual cores of the cables shall be properly identified to avoid cross connections of the core while jumpering to the corresponding wire of the GEB lines. The tenderer shall engage skilled cable jointer for making the end termination and it should be done only in presence of Railway representative.

Note: - Necessary cable for jump ring shall be provided for that no extra payment will be made.

ITEM NO.9: SUPPLY & ERECTION OF HT PIN INSULATOR

This item covers supply and erection of 11 KV porcelain/ Polymeric pin insulator including G.I. pin and hardware etc. The insulator shall be vitreous throughout and shall have adequate mechanical strength, high degree of resistance of electrical puncture and resistance to climatic condition.

| Sr. No. | Description | Min. requirement for 11 kV Pin type composite Insulator |
|---------|---|---|
| 1. | Type of Insulator | Pin type Insulators with rod, washer & nut |
| 2. | Standard according to which the insulators manufactured and tested. | IEC 61109:2008 (with latest amendments if any) |
| 3. | Name of material used in manufacture of the insulator with class/grade) | SILICONE Wacker-Germany Dow Corning-USA |

Signature of tenderer

179

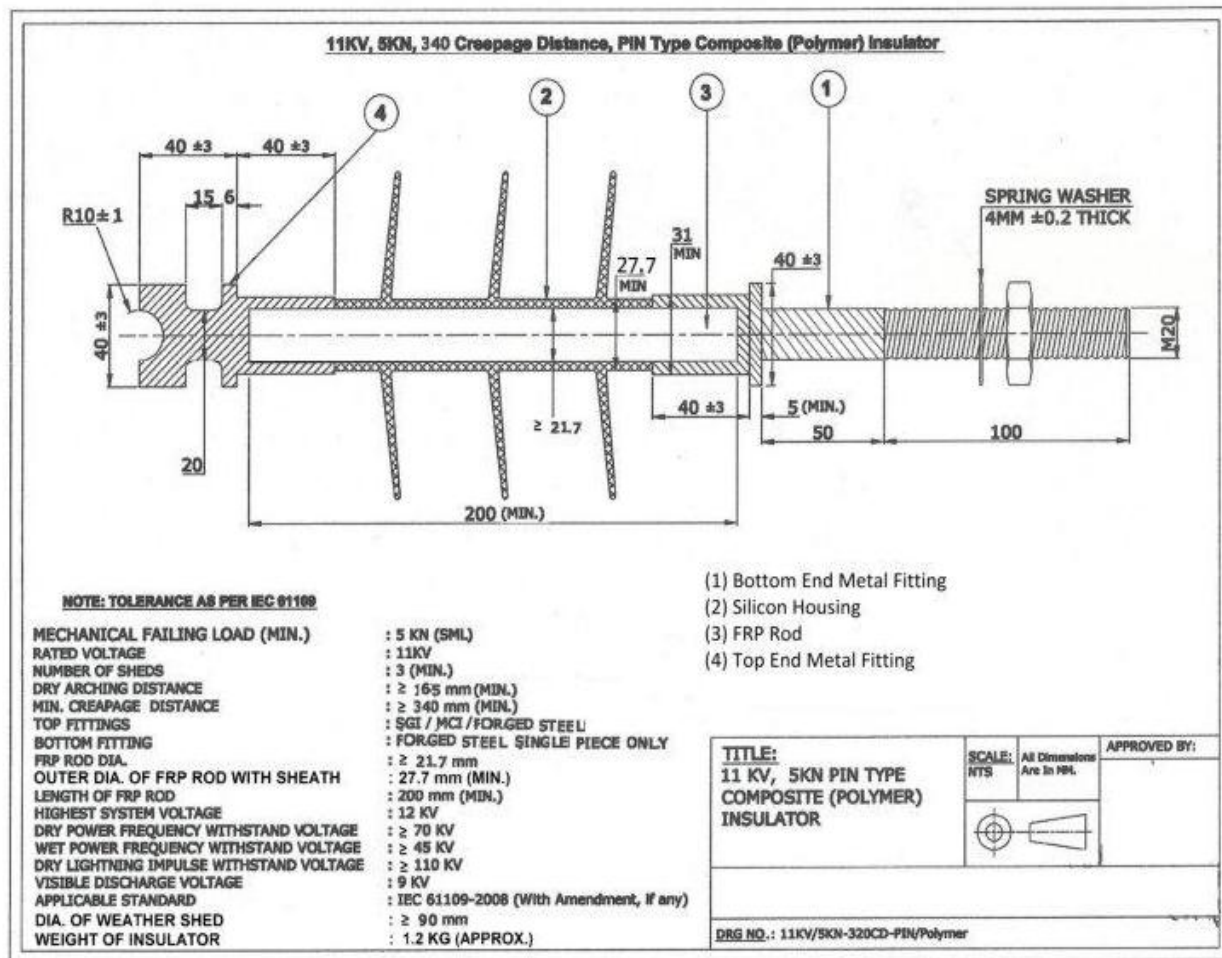
Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | | |
|-------|---|--|
| (a) | Material of core (FRP rod) (i) E-glass of ECR-glass. (ii) Boom content | ECR or BORRON FREE |
| (b) | Material of housing & weather sheds (silicone rubber content by weight) | SILICONE RUBBER 30% |
| (C) | Material of bottom end fitting | SILICONE RUBBER 30% |
| (d) | Top fitting | SGI/MCI/FORGED STEEL |
| (e) | Sealing compound for end fittings | RTV SILICONE |
| 4. | Colour | GREY |
| 5. | Electrical characteristics | |
| (a) | Nominal system voltage | 11 KV(rms) |
| (b) | Highest system voltage | 12 KV(rms) |
| (c) | Dry Power frequency withstand Voltage | >70 KV(rms) |
| (d) | Wet Power frequency withstand Voltage | ≥ 45 KV(rms) |
| (e) | Dry lighting impulse withstand voltage a) Positive b) Negative | ≥ 110 KV (Peak) ≥ 110 KV (Peak) |
| (f) | Dry lighting impulse flashover voltage a) Positive b) Negative. | ≥ 120 KV (Peak) ≥ 120 KV (Peak) |
| (g) | RIV at 1 MHz when energized at 10 kV/30kV (rms) under dry condition. | <100 micro volts |
| (h) | Creepage distance (Min.) | ≥ 340 MM(min) |
| 6(a) | Minimum bending load. | 5 KN Bending |
| 7. | Dimensions of insulator | |
| (i) | Weight | 1.20 KG(Approx.) |
| (ii) | Dia of FRP rod | 21.7 MM (Min) |
| (iii) | Outer Dia of FRP rod with sheath | 27.7 MM (Min) |
| (iv) | length of FRP rod | Min 200 MM |
| (v) | Dia of weather sheds | ≥ 90 mm |
| (vi) | Thickness of housing | 3 MM |
| (vii) | Dry arc distance Dimensioned drawings of insulator (including weight with tolerances in weight) enclosed. | 165 MM (+ ve tolerance shall be allowed & no negative tolerance shall be allowed) |
| 8. | Method of fixing of sheds to housing (specify). Single mould or Modular construction (injection Moulding) | Injection moulding |
| 9. | No of weather sheds | 3 (Min.) |
| 10 | Type of sheds- Aerodynamic | Aerodynamic |
| 11. | Length of Crimping dye for both end of FRP Rod should be minimum. | 25 MM |
| 12 | Each Insulator unit shall have legibly and indelibly Emboss/ Engrave Following parameters. | Name or Trademark of the Manufacture. AT no. (i.e. AT Out ward no.) Month and Year of Manufacturing. Word-Name of DISCOM |

Signature of tenderer

180

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.



ITEM NO.10: SUPPLY & ERECTION OF HT DISC INSULATOR

This item covers supply and erection of porcelain/ Polymeric insulators Disc type suitable for 11 KV H.T. line including hardware etc. The insulator shall be vitreous throughout and shall have adequate mechanical strength, high degree of resistance of electrical puncture and resistance to climatic conditions. This also includes termination of existing ACSR/AAAC conductor.

| Sr. No. | Description | Min. requirement for 11 kV 45 KN composite Polymeric insulator |
|---------|--|--|
| 1. | Type of Insulator | Polymeric Composite |
| 2. | Standard according to which the insulators manufactured and tested. | IEC 61109:2008 |
| 3. | Name of material used in manufacture of the insulator with class/grade) | SILICONEE Wacker - Germany Dow Corning-USA |
| (a) | Material of core (FRP rod) (i) E-glass of ECR-glass. (ii) Boom content | ECR or BORRON FREE |

Signature of tenderer

181

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

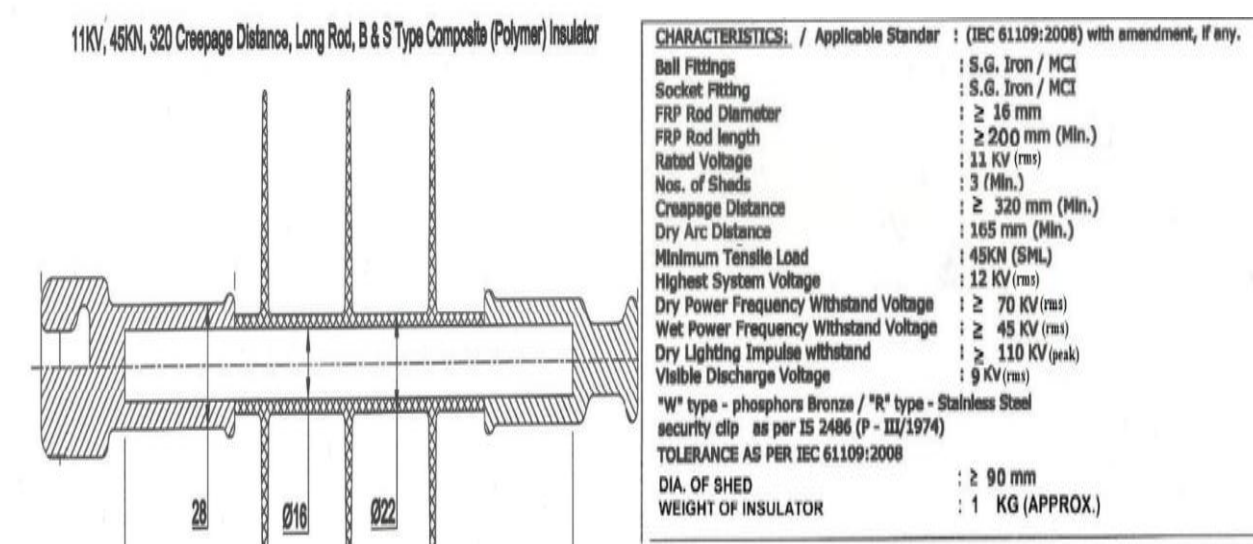
| | | |
|-------|---|---|
| (b) | Material of housing & weather sheds (silicone rubber content by weight) | SILICONEE RUBBER 30 % |
| (c) | Material of end fittings | SGI |
| (d) | Sealing compound for end fittings | RTV SILICONEE |
| 4. | Colour | GREY |
| 5. | Electrical characteristics | |
| (a) | Nominal system voltage | 11 KV (rms) |
| (b) | Highest system voltage | 12 KV (rms) |
| (c) | Dry Power frequency withstand voltage | 70 KV (rms) |
| (d) | Wet Power frequency withstand voltage | ≥ 45 KV (rms) |
| (e) | Dry lighting impulse withstand voltage a) Positive b) Negative | ≥ 110 KV (peak) ≥ 110 KV (peak) |
| (f) | Dry lighting impulse flashover voltage a) Positive b) Negative. | ≥ 120 KV (peak) |
| (i) | RIV at 1 MHz when energized at 10 kV/ 30kV (RMS) under dry condition. | < 100 micro volts |
| (j) | Creepage distance (Min.) | ≥ 320 MM(min) |
| 6.(a) | Mechanical characteristics: Minimum failing load. | 45 KN |
| 7. | Dimensions of insulator | |
| (i) | Weight | 1.00 KG(Approx.) |
| (ii) | Dia of FRP rod | 16 MM (min) |
| (iii) | Outer Dia of FRP rod with sheath | 22 MM (min) |
| (iv) | Length of FRP rod | Min 200 MM |
| (v) | Dia of weather sheds | ≥ 90 MM |
| (vi) | Thickness of housing | 3 MM |
| (vii) | Dry arc distance Dimensioned drawings of insulator (including weight with tolerances in weight) enclosed. | 165 MM (+ ve tolerance shall be allowed & no negative tolerance shall be allowed) |
| 8. | Method of fixing of sheds to housing (specify). Single mould or Modular construction (injection moulding) | Injection moulding |
| 9. | No of weather sheds | 3 (min.) |
| 10. | Type of sheds- Aerodynamic | Aerodynamic |
| 11 | The insulators shall have “W” type phosphors Bronze or “R” type Stainless steel security clips for ball sockets portion of insulators confirming to IS-2486 | YES |
| 12. | Length of Crimping dye for crimping at both end of FRP Rod should be | 25 mm. |

Signature of tenderer

182

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | | |
|-----|---|--|
| | minimum | |
| 13. | Each Insulator unit shall have legibly and Indelibly Embossed/ Engraved with following parameters | Name or Trademark of the Manufacture AT no. (i.e. AT outward no.) Month & year of Manufacturing. Word - "Name of DISCOM" |



ITEM NO.11: SUPPLY & FIXING OF DANGER BOARD

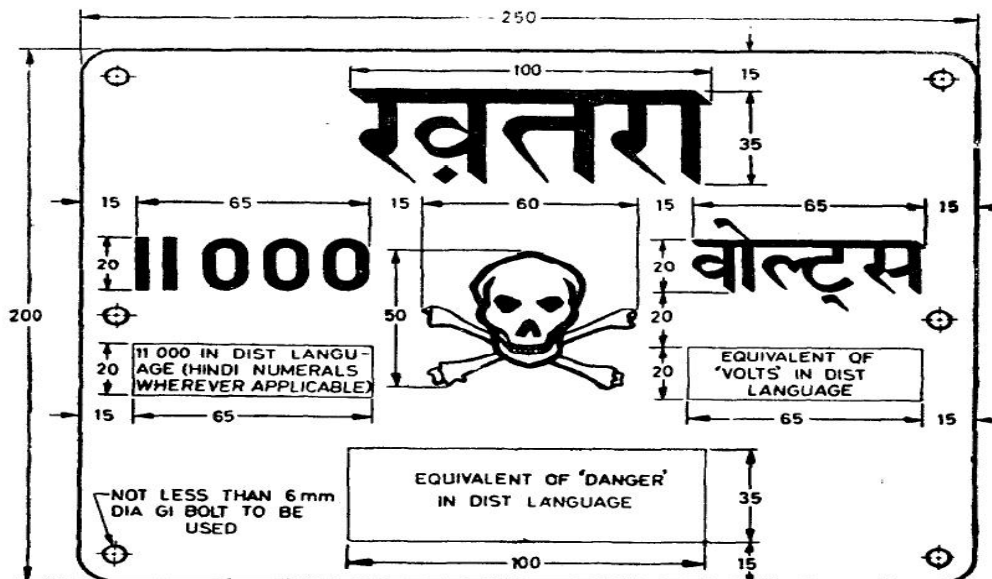
This item covers supply and fixing of MS sheet 2 mm thick enameled Danger board size 150x225 mm for 11000 V including clamps and hard wares required for fixing the danger board on structure/pole

Signature of tenderer

183

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

IS : 2551 - 1982



NOTE 1 — All letterings should be centrally spaced.
 NOTE 2 — The dimensions for the words in district language are mainly for guidance, however, care should be taken to space them centrally between the edges and the area of the skull and bones.

NOTE 3 — The location of the fixing holes shall be left to the choice of the user.
 NOTE 4 — 11 000 volts is just specimen, actual voltage is to be inserted for different system voltages.
 NOTE 5 — The corners of the plates should be rounded off.

All dimensions in millimetres.

ITEM NO.12: SUPPLY & FIXING OF ANTI CLIMBING DEVICE

This item covers supply and fixing of Anti-climbing device fabricated from MS Flat and MS Rod with clamps and hardware required for fixing the anti-climbing device on structure/pole including painting with aluminum paint.

ITEM NO. 13: SUPPLY & ERECTION OF LIGHTNING ARRESTOR 11 KV

This item covers supply, erection, testing and commissioning of 11 KV Lightning arrestor complete set of 3 nos. with necessary clamps & hard wares Elpro International or Jaipuria make. NOTE:- Necessary cable for jumpering shall be provided for that no extra payment will be made.

ARRESTER

The arrester must be able to operate under the system parameters mentioned in this specification.

| | |
|--|---------------------|
| Nominal System Voltage | 11 KV |
| Frequency | 50 Hz |
| Grounding of Neutral | Solidly |
| Temporary Overvoltage (Earth Fault Factor) | 10.4 KV for 10 sec. |
| Highest System Voltage | 12KV |

Signature of tenderer

184

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| | |
|----------------------------------|------|
| Short Circuit Levels | 20KA |
| Insulation Withstand Level (BIL) | 75KV |

The arrester shall meet the following specifications:

| | |
|-----------------|---------------|
| Creepage Length | 300 mm (min.) |
| Pull Strength | 1000 N (min) |
| Cantilever Load | 75 Nm (min) |
| Torsion | 30 Nm (min) |

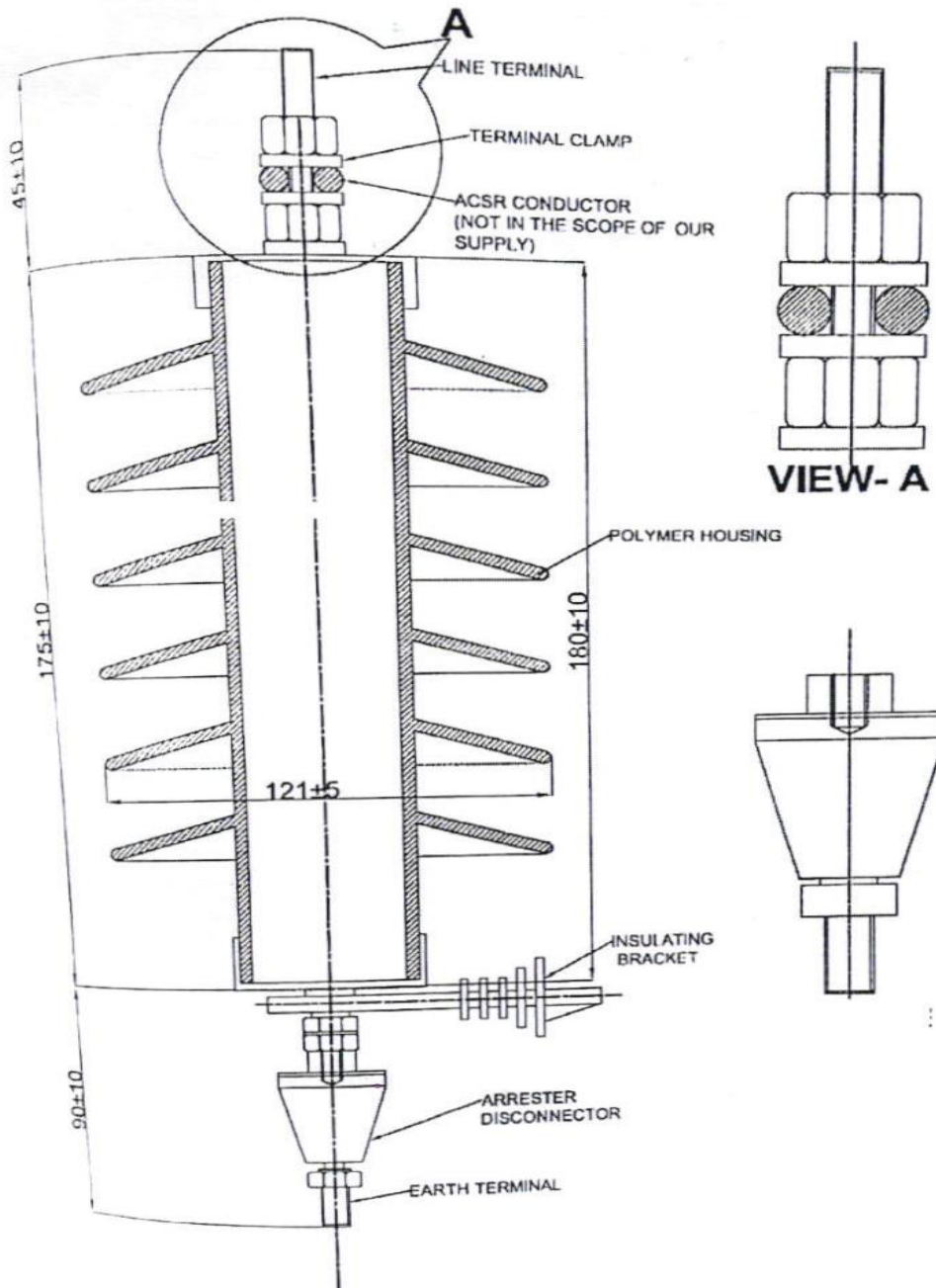
The arrester shall meet the following specifications based on IEC 60099-4:

| | |
|--|--------------------|
| Arrester Max. Cont. Operating Voltage Uc | 7.65 KV rms |
| Arrester Rated Voltage Ur | 9KV rms |
| Nominal Discharge Current In | 5 kA p |
| Long Duration Discharge Class | 75A, 1000μs |
| Max. Residual Voltage @ In | 26.1 kVp |
| Lightning Impulse 1,2/50μs Withstand Voltage | 75 KVp |
| Wet Power Frequency Withstand Voltage | 28 KV rms |

Each arrester shall be provided with a nameplate, bearing the following information, as a minimum, in English language:

- Arrester Type
- IEC standard
- Continuous Operating Voltage Uc
- Rate Voltage Ur
- Nominal Discharge Current
- Rated Short Circuit Current
- Manufacturers name or trademark
- Month & Year of manufacture
- Date of supply with period of guarantee
- "Property of Discom"

Arresters shall be suitable for vertical and horizontal mounting. Terminals shall be made of M10 bolts to allow the connection of line and ground leads.



ITEM NO.14 - SUPPLY & ERECTION OF CABLE ROUTE MARKER

The contractor shall supply, installation and commissioning cable route markers on route of cable at each turning point and suitable distance in straight portion as guided by Railway representative.

The cable route marker shall be casted of C.I. with description as given in this office drawing No. Dy. CEE/C/ADI/608/2011 After fabrication the complete marker assembly, it shall be hot dip galvanized to make it anti corrosive and got approved from Rly before bulk supply.

Signature of tenderer

186

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

ITEM NO.15: SUPPLY & FIXING OF G.I. PIPE

This item covers supply, installation, testing and commissioning of “B” class G.I. pipes of ISI mark of 100 mm dia. For protecting the cable at ground level and along the terminating structures the upright cable shall be encased in G.I. pipes, for this the contractor shall supply and provide ‘B’ class G.I. pipes of ISI mark only of 100 mm dia given in quantity schedule. On each location for each upright cable length, the contractor shall use pipe of above mentioned size and class. At the bottom edge of the G.I. pipe proper arrangement of bend shall be made and provided by the tenderer to avoid damage to the cable by the edge and weight of the G.I. pipe. The arrangement of supporting the cables and its protecting G.I. pipes with earth wire shall be done by the contractor by means of clamps, nuts & bolts.

ITEM NO.16: DRILLING OF HORIZONTAL BORE BELOW TRACK

This item covers drilling of horizontal bore by pushing method or any suitable means in all types of soil 1.5 meter below ground level or 2.1 meter below track level for laying of HDPE/RCC pipes 150 mm to 450 mm dia by pushing method in presence of Railway representative taking necessary safety precautions of track and movement of trains.

ITEM NO.17: 400 A, 11 KV, 3-POLE, OUTDOOR TYPE AB SWITCH

This item covers supply, installation, testing and commissioning of 400 ampere, 11 KV, three pole, outdoor type AB switch on existing MS channel of D.P or F.P structure with suitable clamps and necessary modifications required at site.

Rating 3 Poles, 11 KV, 50 Hz, 400 Amp

Rated lighting impulse withstand voltage KV (Peak): To switch connector and earth - 75 KV
switch being in closed position & Across the terminals of open switch – 85KV
disconnecter.

Rated one minute power frequency withstand voltage: i) To switch connector and earth 28 KV; ii) Across the terminals of open 32 KV Switch disconnecter.

Rated short time withstand current one second 16 KA

Rated peak withstand - 40 KA current

Resistance of switch at 20 degree C as per cl.6.4 of IS/IEC, 62271-103:2011 & IS/IEC 62271-1:2007 with latest Amendment if any.

Fixed and moving main contacts:

- Female type of contacts with spring actions on either side and male type moving contacts.
- Material of contacts shall be of copper hard drawn grade and chemical composition of copper shall be as mentioned in cl.no.7.2 of specification.
- Contact shall be silver plated
- Thickness of silver coating (min.) on contacts - 2.5 micron.
- Current density of contact - 2 Amp. sq. mm
- Current carrying capacity - 400 Amps

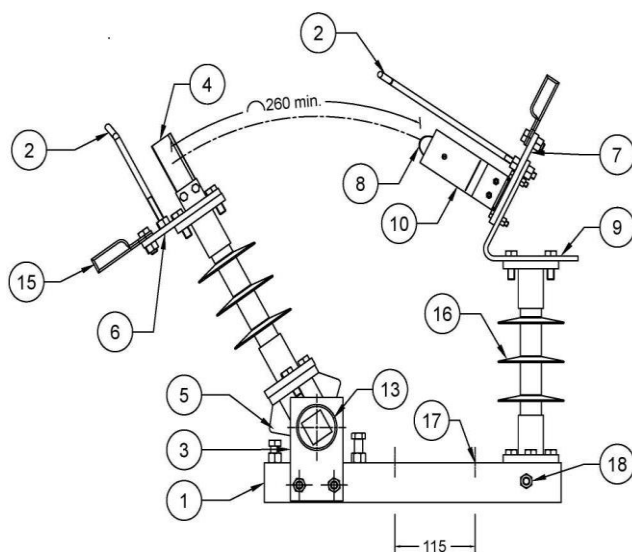
Terminal connection: Type - fixed, Material - Alu. Alloy; Current density - 1.25 A/sqmm; Current carrying capacity - 400 A.

Arcing contacts of: Type-make before & break after; Material - MS Galv. of 10 mm dia.; Current carrying capacity - 10 A

Bus Polymeric insulator: No. of Bus Polymeric insulators per phase – 2 Nos each of 12 KV with creepage distance of each insulator-320 mm. Name of material to be used for manufacturing of insulator with class/grade-silicon 30% min.

Method of galvanizing for bolts, Nuts, washers etc.:- size below 5/8" – Electro galvanized or nickel plated; Size 5/8" and above hot dip galvanized as per IS: 2633. hollow square rod having outside dimensions - 25 mm x 25 mm x 3 mm thick and 2000mm long duly hot dip galvanized as per IS:2633.

Diameter of FRP Rod used in 11 KV Post polymeric insulator should min. 24 mm as per Drawing.



| 19 | OPERATING PIPE | 1 | 25 NB X 6000 | GALV. PIPE | 'B' CLASS |
|-----|----------------------------|------|--------------------|-----------------|---------------|
| 18 | EARTHING TERMINAL | 3 | 3/8" BOLT | - | ELE'TE GALV. |
| 17 | MOUNTING HOLE (115MM C.D.) | 6 | Ø18MM HOLE | - | - |
| 16 | 11 KV POLYMERIC POST INSU. | 6 | 320MM C.D. | POLYMERIC | - |
| 15 | TERMINAL CONNECTOR | 6 | - | ALLUMINUM | - |
| 14 | OPERATING HANDLE | 1 | - | M.S. | HOTDIP GALV. |
| 13 | BEARING BUSH | 6 | - | BRASS | - |
| 12 | PHASE CONNECTING Sq. PIPE | 1 | 25 X 25 X 2000 | M.S. SQ. PIPE | HOTDIP GALV. |
| 11 | SPRING | 6 | ID 12 MM x 1.5 Tpk | STAINLESS STEEL | - |
| 10 | FEMALE CONTACT GUARD | 6 | Fabricated | M.S. | HOTDIP GALV. |
| 9 | ANGULAR BASE FOR FEMALE | 3 | - | M.S. | HOTDIP GALV. |
| 8 | FIXED FEMALE CONTACT | 6 | 35 X 3MM | EC COPPER | SILVER PLATE |
| 7 | FEMALE CONTACT BASE | 3 | - | GM CASTING | TIN PLATED |
| 6 | MALE CONTACT BASE | 3 | - | GM CASTING | TIN PLATED |
| 5 | TILTING BASE | 3 | AS PER DWG | CAST IRON | ELE'TE GALV. |
| 4 | MOVING MALE CONTACT | 3 | 35 X 6 MM | EC COPPER | SILVER PLATED |
| 3 | BEARING PLATE | 6 | - | M.S. | HOTDIP GALV. |
| 2 | ARCING HORN | 6 | Ø 10 MM | M.S. ROD | HOTDIP GALV. |
| 1 | MOUNTING BASE CHANNEL | 3 | 75 X 40 X 410 | M.S. | HOTDIP GALV. |
| No. | PART NAME | QTY. | SIZE | MATERIAL | REMARKS |

ITEM NO.18: M.S. ANGLE OF 50X50X5MM

This item covers supply of M.S. angle of 50 x 50 x 5 mm size and fabricating, drilling of holes and fixing on existing D.P. or F.P. structures with M.S. clamps of suitable size and hard wares. The angle and clamps etc. shall be duly painted with red oxide and aluminum paints.

Steel Material items

Material of grade "A" E250 (Fe-410WA) should be confirming to IS 2062/2011 with latest amendment if any. The material dimension shall be in accordance with the relevant Indian standard mentioned in table 4 of IS: 2062/2011. The rolling tolerance shall be as per IS: 1852/85.

| Sr No. | Description of specification | Kg/ Mtr |
|--------|--|---------|
| A | Supply of M.S. Angles conforming to IS-2062, Gr.-"A" 50x50x6MM | 4.50 |

ITEM NO.19: 11 KV, 100A, 3 POLE D.O. FUSE

This item covers supply, installation, testing and commissioning of 11 KV, 100A, 3 pole D.O. fuse with polymeric insulators. 11KV D. O. fuses to be supplied against these specifications shall be

Signature of tenderer

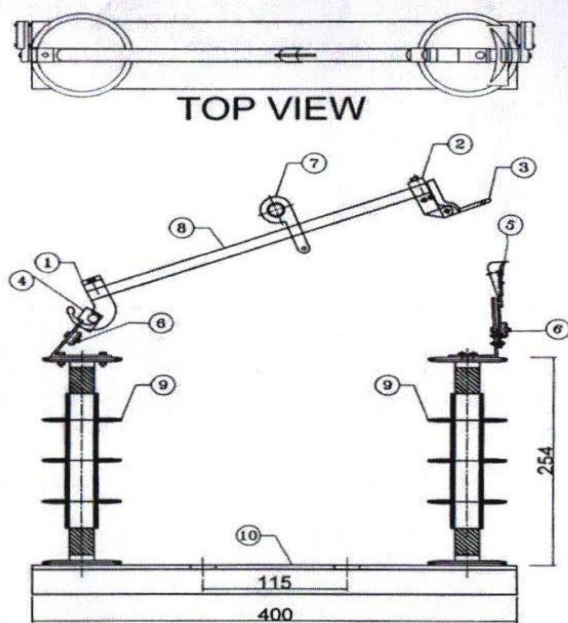
188

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

suitable for continuous satisfactory operations and all whether conditions under following tropical conditions.

| | |
|--|---|
| Ambient air temperature | 40°C |
| Maximum ambient air temperature | 50°C |
| Maximum air temperature in shade | 45°C |
| Minimum air temperature in shade | 0°C |
| Relative humidity in percentage | 10 to 100% |
| Maximum annual rainfall | 1500 MM |
| Wind Pressure (Maximum) | 100Kg/M ² |
| Maximum altitude above sea level | 1000 Meter |
| Normal climate | Moderate hot and humid & polluted by dust and smoke |
| cut out shall conform to | IS: 9385 (Part-I to III) as amended from time to time. |
| Rated Voltage | 12 KV |
| rated current | 100 A |
| Rated lightning impulse withstands voltage both for positive and negative polarities | To earth and between pole: 75KV(Peak) Across the isolating distance: 85KV (Peak) of fuse base. |
| Rated One Minute Power Frequency Withstand Voltage | To earth and between poles: 28KV (rms) Across the isolating distance: 35KV (rms) |
| Temperature Rise Limit (In Air) | Copper contacts silver faced: 65°C Terminals: 50°C |
| breaking capacity | 8 KA (asymmetrical) |

The fuse tube shall be made of fiber glass coated with ultraviolet inhibitor on the outer surface and having arc quenching bone fiber liner inside. The tube shall have high bursting strength to sustain high pressure of the gases during fault interruption. The inside diameter of the fuse tube shall be 17.5mm.



| | | | | |
|---------|---|--------------|------|-------------------|
| 10 | BASE CHANNEL C 75X40X400 | M.S. | 1 | H.D.G. |
| 9 | 11KV Poly. Post Insulator 320mm C.D. | Polymeric | 2 | - |
| 8 | F.R.P. Tube | - | 1 | - |
| 7 | Al. Alloy Hook | Al. Alloy | 1 | - |
| 6 | Terminal Connector | Al. Alloy | 2 | - |
| 5 | Top Contact | Copper Alloy | 1 | Silver Plated |
| 4 | Bottom Contact Assembly | Copper Alloy | 1 | Silver Plated |
| 3 | Top Lever | Copper Alloy | 1 | Silver Plated |
| 2 | Top Assembly | Copper Alloy | 1 | Silver Plated |
| 1 | Bottom Assembly | Copper Alloy | 1 | Silver Plated |
| Sr. No. | PART NAME | MATERIAL | QTY. | SURFACE TREATMENT |

NOTES:-
1) ALL DIMENSIONS ARE IN MM.
2) GENERAL TOLERANCE: $\pm 5\%$; $\pm 1\text{MM (MIN.)}$

ITEM NO.20: CONCRETING OF CABLE ROUTE MARKER

This item covers concreting of cable route marker in 1:3:6 ratio of cement, Sand & Gravel complete in all respect with proper curing.

ITEM NO.21: STRAIGHT OUTDOOR CABLE JOINTING KIT HEAL SHRINKABLE

This item covers supply, installation and commissioning of straight outdoor cable jointing kit Heal shrinkable type of approved make complete suitable for XLPE, 11 KV HT 3 core 185 mm² cables. Before installation, the cable end box shall get approved from Deputy Chief electrical engineer (Construction), Vadodara or his authorized representative. The individual cores of the cable shall be properly identified to avoid cross connections of the core while jumpering to the corresponding wire of the Electricity Board lines. The tenderer shall engage skilled cable jointer for making the end termination and it should be done only in presence of Railway representative.

ITEM NO.22: DISMANTLING & REMOVAL OF PCC/RSJ/H BEAM/RAIL POLES

This item covers dismantling of PCC/RSJ/H Beam/Rail poles in full length and without any damage, if possible. The pole shall be removed by excavation of pit around the pole and breaking of R.C.C. foundation if any. The released poles shall be handed over at concerned Area Stores of SEBs/GEB or as per instruction given by engineer at site, transportation charges shall borne by contractor. The contractor, without any extra cost, if required for removal, shall arrange necessary tools, ropes, gas cutter etc.

Signature of tenderer

ITEM NO.23: DISMANTLING OF HT OVER HEAD LINE

This item covers dismantling of H.T. overhead line complete with cross arms, insulators, guarding ACSR conductor and G.I. wire of the maximum 100 meters span up to 5 wires. All the released materials shall be handed over at office of concerned Area Stores of SEBs/GEB or as per instruction given by engineer at site. Transportation charges shall be borne by contractor.

ITEM NO 24: DISMANTLING OF EXISTING OF BRACKET

This item covers dismantling of existing bracket complete in all respect including all fixtures released materials shall be handed over at office of concerned Area Stores of SEBs/GEB or as per instruction given by engineer at site. Transportation charges shall be borne by contractor.

ITEM NO.25: DISMANTLING OF EXISTING G.I. WIRE

This item covers dismantling of existing G.I. wire complete in all respect. Released materials shall be handed over at office of concerned Area Stores of SEBs/GEB or as per instruction given by engineer at site. Transportation charges shall be borne by contractor.

ITEM NO.26: SUPPLY & LAYING OF HDPE

This item covers supply & laying of High-Density Polyethylene (HDPE) pipe of 110 mm outer dia. conforming to specification of IS No.4984-1995, as per this IS No. material grade is PE-80 and class PN-4 with wall thickness of minimum 6.2 to maximum of 7.1 mm. The supply of couplers for jointing the pipe is also in the scope of work.

ITEM NO.27: SUPPLY & ERECTION OF STAY SET

This item covers supply and erection of stay rod 16 mm dia with anchor plate or iron channel, stay clamp, stay tightener, stay wire size 7/3.15 mm including excavation of pit refilling and concreting of stay rod with concrete mixture of 1:3:6 at an approx. depth of 1.5 meter.

ITEM N.28: LAYING, TESTING & COMMISSIONING OF LT XLPE CABLES

This item covers laying of 1.1KV XLPE LT, 3.5/4 core cables of various sizes up to 150 mm². Cable will be supplied by Railway at the store depot of SSEE/Const.at ADI. Necessary arrangements shall be made by the contractor for loading and transportation of the cables to site. Before laying the cable the trench/pipe should be thoroughly checked for sharp ballast & etc. so that cable may not be damaged. Two or four length of cable shall be laid for each crossing and as per site requirement, One or Two nos. of cable will be connected to O/H and other shall be kept as spare. All the cables shall be suitably and separately clamped with the structure through suitable M.S. flat clamps of 40 x 5 mm size MS flat & nut bolts etc. Before and after laying the cable, the I.R. value should be checked and all the instruments for testing shall be arranged by the contractor. While laying the cable, care should be taken that no tree roots come on way of the cable, as it may damage the insulation. Armoring of cable should be earthed at both the ends. Cable crossing on the Road/Rly track should be at right angle. After laying the cable a layer of 75

mm of soft soil should be placed above the cable and then if required, for mechanical protection second-class burnt brick should be placed on it to cover all the cable laid. After doing this, the trench can be filled up with soil available thereby. The pipe shall be laid in a slope for easy drain out of the water and joints should be waterproof. Wherever the cable emerges out of ground at least one loop of sufficient radius should be provided under the ground. While laying the cable it should be ensured that no obstruction should come in way like drainage, power cables, telecommunication cables etc. The water logging should be avoided. The contractor will be responsible for any damage / theft of cable till entire work is completed and taken over by the Railway.

ITEM NO.29: SETC OF LT CABLE STRAIGHT JOINTING KIT

This item covers supply, installation and commissioning of straight outdoor cable jointing kit Heat shrinkable type of approved make complete suitable for XLPE, 1.1 KV LT 3.5/4 core 150 mm² cables. Before installation, the cable end box shall be got approved from Deputy Chief electrical engineer (Construction), Vadodara or his authorized representative. The individual cores of the cable shall be properly identified to avoid cross connections of the core while jumpering to the corresponding wire of the Electricity Board lines. The tenderer shall engage skilled cable jointer for making the end termination and it should be done only in presence of Railway representative.

ITEM NO.30: SETC OF LT CABLE END JOINTING KIT

This item covers supply installation and commissioning of outdoor cable end jointing kit Heat Shrinkable type of approved make complete suitable for XLPE 1.1 KV 3.5/4 core 95 to 300mm². Before installation, the cable end box shall get approved from Deputy Chief Electrical Engineer (Const.) W.Rly. Vadodara or his authorized representative. The individual cores of the cables shall be properly identified to avoid cross connections of the core while jumpering to the corresponding wire of the GEB lines. The tenderer shall engage skilled cable jointer for making the end termination and it should be done only in presence of Railway representative. Note: - Necessary cable for jump ring shall be provided for that no extra payment will be made.

ITEM NO.31: Technical Assistant for Co-ordination/liaisoning with SEBs

| Item No. | Designation | Location | Minimum required Educational qualifications and/or experience |
|----------|----------------------------------|----------|--|
| 85 | Technical Assistant (Electrical) | Site | <p>Qualification</p> <p>Degree/ Diploma in Electrical/ Electronic Engineering/ITI (Electrician/Wireman /Fitter Electrical) or 10+2 (Science)</p> <p>OR</p> <p>(ii) A combination of any sub stream of basic Streams of Electrical/ Electronic Engineering from a recognized University/ Institution 2 years for Degree/ 5 years Diploma or 10 years for ITI / 10+2 (Science)</p> |

Signature of tenderer

192

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

| Item No. | Designation | Location | Minimum required Educational qualifications and/or experience |
|----------|-------------|----------|---|
| | | | <p><u>Experience:</u></p> <p>At least 3 years for Diploma, ITI / 2 years for degree holder, experience of Electrical (TRD/General Services) works as Supervisor or in higher capacity in Railways.</p> <p style="text-align: center;">OR</p> <p>At least 3 years for Diploma, ITI/ 2 years for degree holder, experience of Electrical (TRD/General Service) works in any PSU.</p> |

The person to be engaged should normally be not older than 65 years.

Working hours, overtime, leave, etc.:

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or Vacation leave only 1.5 day leave per month will be given.

Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Railway, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

- (i) Personnel can avail a weekly rest, National Holidays and three of the religious holidays.
- (ii) For period of absence of any personnel from duty more than 07 (seven) days in a month and if Railway work is affected, the firm is required to arrange for suitable replacement. In case, the firm fails to arrange for suitable replacement to the satisfaction of Engineer-in-Charge, a penalty of three times the remuneration of the Personnel for the period of absence shall be imposed.

Scope of Work for TA: Co-ordination/liaisoning and chasing with State Utility Company for application of load/ new connection/ shifting of line, collection of estimates for loads/ lines, modification of power line crossings, arranging payment from Elec. Construction, depositing DD payment to State Utility Company/ GEB, arranging release of load & other related works, payment to be made to SEB for new connection, load augmentation, shutdown, charging & joint survey for modification of power line crossings for etc.

Item No. 32: Providing utility van for Crew, shifting of man and material for the work

Vehicle for transportation of man / material (MUV).

The Scope of the work involves hiring of one utility vehicle for Transportation of man / material (MUV) with registration on or after 01-01-2023 for Dy.CEE/C/ADI unit representative based at Ahmedabad/ Gandhidham in connection with works under the control of Deputy Chief Electrical Engineer (Construction), Ahmedabad.

Signature of tenderer

193

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Item No- MUV- Make& Model of vehicle:- (i) Mahindra Bolero Camper (ii) Tata Xenon (iii) Mahindra Imperio (iv) Isuzu Dimax

Terms and condition

- 1.1 Vehicle shall be based at Ahmedabad as directed by controlling officer basis on the requirement of works.
- 1.2 The Period of Hiring of vehicle is 548 days and the contract will be valid for 548 days from date of acceptance or date of commencement whichever is decided by Engineer-in-charge.
- 1.3 The period of hiring shown is approximate and Railway reserves the right to increase or decrease the number of months of the total contract months. For which, the tenderer/s shall not be entitled for any extra payment but shall be paid at the accepted rate.
- 1.4 The tender is for hiring of vehicles for a period of 548 days. The vehicle will be utilized as per availability based on the progress of construction works. If the work on the project warrants discontinuation of the vehicle then the vehicle can be transferred to another location. In case, the vehicle is not required for another project/work at some another location, the Railway reserves the right to close the contract without any liabilities on either side by giving a simple one month's notice. In that event, the contractor shall not be entitled to any claim whatsoever. In that event, the provision of variation as per special conditions of contract (Non- technical) will be superseded by this clause.
- 1.5 Each vehicle is to be used for 3000 KMs per month or 100 Km per day and $3000 \times 12 = 36000$ KMs in the 12 months. If there is any saving in the 3000 KMs in any of the month, the unutilized KMs will be carried forward and will be adjusted in the months in which the vehicle runs beyond 3000KMs in any month. Similarly, if in a particular month, if no. of Kms run exceeds 3000 Km, then tenderer shall not stop the vehicle but shall continue the same, however, total no. of km run in 12 months shall not exceed 72000 KMs.
- 2.0 The following definitions shall be applicable for the purpose of this tender:
 - a) One hour is of 60 Minutes for the purpose of payment of charges, A Fraction up to 30 minutes shall not be taken into account and more than 30 Minutes shall be considered as an Hour.
 - b) Day means a calendar day starting from 00 hours to 24 hours.
 - c) The vehicle shall be well maintained and kept clean all the time from inside as well as outside.
 - d) If contractor fail to provide specified Vehicle on any particular day and if the officer concerned permits then the contractor may be allowed to provide any other four wheel vehicle like car. The payment for other than specified vehicle like car shall be made at the

Signature of tenderer

194

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

same rate i.e. at the accepted rate, however, in no case the duration of car should not exceed by more than a week period.

e) The contractor will be paid as per the accepted rate for NS item and nothing extra will be paid, except as those mentioned in the special conditions of the contract.

2.1 The contractor shall fix a plate in front and rear of vehicle indicating “ON DUTY GOVERNMENT OF INDIA – WESTERN RAILWAY” painted in Red colour.

3.0 The Railway reserves the right to terminate the contract at any time without assigning any reason thereof by giving one-month notice in advance. The contractor shall not be entitled for any extra rate on account of this and shall have any claim for this termination.

The contractor shall supply the vehicles in perfectly in good condition and vehicle shall be maintained in good condition throughout the period of validity of the contract so as to ensure satisfactory service under the contract. Railway shall have the right to reject the vehicle if not found in a satisfactory manner.

4.0 The vehicle shall be registered with RTO on or after 01-01-2023.

5.0 The rate quoted shall be deemed to be inclusive of the following:

- i) All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of the vehicle, cost of lubricants, salary of Driver, insurance, other incidental costs, all consumables including fuel.
- ii) Rate shall include all cost for the cost of running of vehicle up to 3000 KM per month.
- iii) Rate shall include the driver's salary, All types of taxes and fees payable to RTO department and all others. Only Toll tax shall be borne by the Railway.
- iv) The rate quoted is on monthly basis i.e. the unit of per month, however daily rate for the purpose of payment shall be as under:

Daily Rate = Accepted rate per month/ Number of Days in that Particular Month.

If Payment is made at prorated basis, for vehicle started in between month, then Month and KMs will be calculated as under-

Month = No. of Days Vehicle Utilized in a month / Number of Days in that Particular Month.

KMs per Month for Prorated basis = (3000 Kms x No. of Days Vehicle Utilized PM) / Number of Days in that Particular Month.

6.0 In Addition to above monthly rate following extra charges shall be payable whenever the need arises.

(i)-Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.

(ii)-During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% and also increase package running mileage and duty hours to the extent of 40% of the values specified in contract for these parameter in such a manner that in no case the contract cost will increase or decrease by 25% of original contract cost. The payment for extra mileage and extra duty hours will be done on pro-rata basis calculated on basic package rate as under.

(iii)-Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service.

(iv)-Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid.

(v) In case the work of the project for which a vehicle is hired is stopped or slowed down, the Railway reserves the right to utilize the vehicle by changing the base station of the vehicle by giving one Month notice. The contractor shall not have any right whatsoever on change of HQ and he will continue to run the vehicle in the same rates, terms and conditions as he was running at the stations specified in the tender.

7.0 The vehicle shall be attached with officers posted at AHMEDABAD. This attachment can be changed as and when required by the railways. Contractor will be informed the same in written.

8.0 Competent authority reserves the right to change the Headquarter of the vehicle temporarily/permanently at any time during currency of contract for which no claim shall be entertained. The contractor will have to provide the vehicle at the new Headquarter of the Officer at the accepted rate and terms and conditions of the contract.

9.0 Driver along with vehicle shall report to the officer concerned to whom the vehicle is attached at right time. The actual duty hours from the time reported and released and actual KM utilized shall be counted from the office/residence/site at the start and end of the day. In case of situations where these are not applied, the officer to whom the vehicle is attached shall decide the count of duty hours and KMs for both reporting and release of vehicle.

10.0 Normally, one weekly off is permitted to the Driver normally on Sundays. However, weekly off may be cancelled and postponed/proponed to some other day at the discretion of officer in charge to whom the vehicle is attached, and if the compensatory rest is not given due to urgency of the work or any other reasons, then payment for the same.

If the vehicle is not arranged by the contractor on such cancelled weekly off then it will be

treated as “Absent” i.e. vehicle not arranged by the contractor and necessary deduction at double the accepted daily rate from the contractors Bill will be made as per the special conditions of the contract.

- 11.0 Normal duty hours of driver shall be not exceed 12 hours in a day. If more than 12 hours duty then extra payment shall be paid as per relevant clause. The driver of the vehicle shall keep himself in contact with the officer in charge. The driver shall be in possession of a mobile for communication with the Officer in charge.
- 12.0 The vehicles may have to go the sites of all types of roads including kachha road etc. The vehicle shall also be required to go along the Railway embankment for approaching any desired Km or site. Any excuses about condition/existence of the road will not be accepted.
- 13.0 The Driver/Officer in charge shall maintain a log book in specified format which shall be signed jointly by the Driver and the officer in Charge. The vehicle can also be utilized by Supervisor and Log Book on that particular day shall be filled by Supervisor, who has utilized the vehicle. The format of the Log Book to be used, shall be as under:-

| Date | Name & Designation of officer/Supervisor using vehicle of | Duty/Journey time | | Brief Details of Journey | | Speedometer reading at the start of journey | Speedometer reading at the end of journey | Total Run | Time released | Over Time | Night Allowance | Initial of Officer/Supervisor using vehicle | Initial of Driver |
|------|---|-------------------|----|--------------------------|----|---|---|-----------|---------------|-----------|-----------------|---|-------------------|
| | | From | To | From | To | | | | | | | | |

- 14.0 The contractor/driver shall ensure that the vehicle is always having sufficient fuel to meet the requirement of travel to the destination and back to HQ.
- 15.0 The contractor shall ensure that all the meters particularly the kilometer/speedometer and other devices of vehicle are always in working condition. In case if any defects are pointed by the Railway's authority the same shall be immediately repaired and replacement by the contractor at his own cost and in the meantime another vehicle shall be arranged by the contractor so that the Railway's work does get hampered. If the kilometer gets out of order intensely the reading given by the Officer shall be the final and binding to the contractor and no claim shall be entertained.
- 16.0 To avoid any mishap or accident during the operation of the vehicle, the contractor shall ensure that only skilled driver with sufficient experience are employed on job and are not put to over exertion as per labour laws. Alternative driver's arrangement shall be made by the contractor if the driver is over exerted.
- 17.0 The contractor shall provide a spare wheel and necessary tools in a good working condition.
- 18.0 The contractor shall ensure the vehicle is made available every time to the officer in charge failing which the penalty shall be imposed at the double the daily rate as calculated under:

Signature of tenderer

197

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

Daily Rate = Accepted rate per month/ Number of Days in that Particular Month

- 19.0 Driver of the vehicle may report to the concerned officer or as directed by Engineer-in-Charge.
- 20.0 In case of a breakdown of the vehicle enroute during the course of operation, Contractor has to provide a substitute within the period of one hours from the time of failure, failing which a penalty of double the daily rate shall be levied for the delay of each day. Daily rate shall be calculated as per clause. The affected Officer shall be free to hire any alternative mode of transport to reach the destination within time.
- 21.0 In the event of the breakdown of the vehicle enroute responsibility of transporting the incumbent of the vehicle to his destination shall be borne by the contractor.
- 22.0 The contract shall be governed by the General Conditions of Contract.
- 23.0 The contractor shall possess the vehicles which he proposes those under this tender/ contract registered by competent authority in his name/ company or firm's name/ partner's name or shall have a power of attorney of the vehicle in his name / company or firm's name/ partner's name. The vehicle supplied by the contractor shall have Taxi passing registration and the contractor will be solely responsible for any non-compliance of the rules and regulation of the Govt., Railway stands completely indemnified by the contractor against such defaults.
- 24.0 The tenderer shall be responsible to keep all papers certificates i.e. registration certificate, life insurance policy etc. of the vehicle with himself and may be required to produce the same, when demanded by the Railway.
- 25.0 The drivers put on the job by the contractor must always possess valid driving license, registration papers, road tax paid receipts, interstate permits etc.
- 26.0 Vehicles should have permit for Gujarat state. If the permit is not available, then the same shall be obtained by the contractor at his own cost. In case if vehicle shall be required to go outside the state of Gujarat the contractor shall have to pay all taxes levied by the concerned departments/Government.
- 27.0 The driver provided with the vehicles must be holding valid driving license prescribed under prevailing Motor Vehicles Act and Rules. The driver shall be familiar with the roads.
- 28.0 The vehicles deployed on the job should be fit in all respects for operation in accordance with the prevailing Motor Vehicles Act and Rules, amended from time to time and all their relevant valid RTO documents like RC book, insurance certificate etc. must be available with the taxes, levies, fees etc. paid up to date. The contractor shall be exclusively and solely responsible for any lapse in this regard and Railway stands completely indemnified by the contractor against such defaults.

- 29.0 The contractor shall be liable to honour Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self govt./ Municipal requirements etc. and shall be solely responsible for any breach thereof. Railway stands indemnified against any penalty/ prosecutions consequent to the violations (deliberate or inadvertence) by the contractor or his employees, representatives etc. of such statutory provisions in force.
- 30.0 The contractor shall indemnify the Railway against any or all claims, which may arise under the Motor Vehicles ACT or Workman's compensation Act or any other act or Statute having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the contract.
- 31.0 The contractor shall indemnify the Railway and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the contractor to honour various Central/ State Government laws/ enactments.
- 32.0 The contractor shall arrange the vehicle within 7 days from the date of issue of Acceptance letter to him, failing which a penalty of Rs. 5000/- per month may be recovered from the contractor.
- 33.0 The officer in-charge of the vehicle should ensure that where ever he is going on leave / out of station, he should hand over the vehicle to other officer/ Railway administration for proper utilization of vehicle. If the above condition is not fulfilled and vehicle lays idle without any information, no payment will be made for the said period.

LIST OF APPROVED MAKES

- 1) **Transformer:-** AREVA, ABB, EMCO, Crompton, BHEL, Voltamp, Kirloskar, Bharat Bijlee, NGEF, Voltas, GEC, Tesla, Siemens, Western Electric, IMP, Vivekanand, RTS, National.
- 2) **DG Set Silent** : Cummins, Kirlosker Green, Caterpillar, Greaves Cotton, Ashok Leyland, Mahindra, TATA, Panta-Volvo.
- 3) **A.C. Unit (Window/Split Type)** - Hitachi, LG, Samsung, Voltas, Blue star, Carrier, Fedders Lloyd, Videocon, Godrej, Onida, Toshiba, Panasonic, Haier, O General, Daikin.
- 4) **All type of Fans** –Crompton, Usha, GEC, Almonard, Khaitan, Bajaj, Havells, Orient, Anchor, Polar, Alfa, Inova, Unique.
- 5) **Water Heater/ Geyser** - Venus, Bajaj, Recold, Voltas, Ditz, Crompton, Usha, Havells, Spherehot.
- 6) **Water Cooler-** Voltas, Blue star, Usha, Fedders Lloyd.

Signature of tenderer

199

Dy. Chief Electrical Engineer
(Const.) W.Rly. Ahmedabad.

- 7) **Motor & Pump sets** – Kirloskar, Crompton, Siemens, NGEF, KSB, Taxmo, ABB, Jhonson, Jyoti, Shakti, Beacon, Calama, Amrut, Shriram, Lubi, KDS.
- 8) **Electrical Switch Gear and Relays** – L & T, GE, Siemens, Indo Asian, Havells, ABB, Crompton, Schneider, C&S, HPL, Beicco Lawrie, Voltas, BHEL, Areva, Legrand, BCH, Standard, Bentec, MEI, Jyoti.
- 9) **G.I. Octagonal Pole/ High Mast-** Bajaj, Philips, Crompton, BPP, Utkarsh, Transrail Ambica.
- 10) **LED LUMINAIRES** – As per CEE/WR Spec. WR/CCG/Specification/P/001 (Rev-01) 2018 or Latest. (Ref-RDSO Specification No-RDSO/PE/SPEC/PS/0123 (Rev-0)-2009 with Amendment-1 .
- 11) **Lead Acid battery** – Amar Raja, Excide, CSB, Hitachi, Okaya, Panasonic, Luminous, Amron.
- 12) **Modular Switches/ Fan Regulator/ Socket and Accessories** – Anchor/Roma, Cona, Leader, Crabtree, Legrand, C&S, HPL, Indo Asian, Havells, Standard, Bentec, Elleys, Precision, Vihan.
- 13) **LT/HT Joints and End Termination** - Raychem, Denson, M-Seal, 3M, CCI, Mahendra & Mahendra.
- 14) **Copper Wire / PVC Casing Caping / PVC Conduit** –ISI mark confirming to relevant IS with Approval of Officer incharge.
Note- For all other items Not included specifically in above list, Contractor shall supply material as per relevant standard as indicated in the tender with Approval of Officer incharge.

