



मध्य रेल
CENTRAL RAILWAY

इंजीनियरिंग विभाग
ENGINEERING DEPARTMENT

DRM (W) NGP Tender Notice No.:	DRMWNGP-67-2026
Tender Sr. No.:	01
Name of work: Nagpur - Proposal for cleaning of vegetations, water tank, sewer line etc. of Guard line colony and service building for 2 years under ADEN(HQ)Nagpur.	
Approximate cost in Rs. :	5374189.28
Bid Security in Rs. :	107500.00
Completion period :	24 Months.

NAME & ADDRESS OF THE TENDERER: _____

INSTRUCTIONS / SPECIAL CONDITIONS TO THE TENDERERS

1.0 MINIMUM ELIGIBILITY CRITERIA:

The Minimum Eligibility Criteria for open tenders costing Rs.50 Lakhs & above is given below:-

<p>1.1 Technical Eligibility Criteria:</p> <p>The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p>	<p>(a) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>(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:</p> <p>(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.</p> <p style="padding-left: 40px;">Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.</p> <p>(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.</p> <p>(b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing. 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.</p> <p><i>Note: for subletting of work costing up to Rs 50 lakh, no previous work</i></p>
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	<p><i>experience of subcontractor shall be asked for by the Railway.</i></p> <p>In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.</p>
<p>1.2 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.</p>	<p>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.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>

Note: Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

Similar Nature of work – " Any type of civil work viz-building up to G+4 and structural work, pipe line underground and overhead tanks, foundation treatment works in any Railway embankment / cutting, any earthwork, cover over platform, bore wells, level crossing works including lifting barriers, cement concrete aprons works etc."

(i) Note for Item 1.1: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

(ii) Following documents will be relied upon for working out the total contractual payment received by the tenderer to evaluate credential against criterion (1.2) above,
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,

(a) Annual contractual turnover of the bidder as per Annexure-VIB,

- (b) Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(iii) Explanation for Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. 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.

1.1 INSTRUCTION FOR TENDERERS.

- (i) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of 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. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- (ii) (a) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.
- (b) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
- (c) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

1.2 THE TENDERER SHOULD SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH 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 (own and hired to be given separately) for the subject work.
 - (c) List of works completed in the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of schedule completion of work. Date of actual start, actual completion & final value of contract should also be given.
 - (d) List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.
- Note-* In case of items (c) & (d) above, supportive documents/certificates from the organizations with whom they worked/are working should be enclosed.

2.0 OTHER INFORMATION

- 2.1 Tenderer may participate electronically in e-tender through website www.ireps.gov.in and submission of manual offers against e-tenders are not allowed and if any offers submitted shall neither be opened nor be considered.
- 2.2 If any plan/drawing is attached with the Tender Form, Rs.200/- per plan/drawing will be levied extra.

- 2.3 Contractors are allowed to make payments against this tender towards bid security only through online payment modes available on IREPS portal like net banking, debit card, credit card or Bank Guarantee Bond from any scheduled commercial Bank of India as per Annexure **VI-A**, etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed.
- 2.4 The tenderer(s) should attach their credentials along with their offer.
- 2.5 Tenderers have to give details of PAN No. and TIN No. of his/their firm.
- 2.6 Joint Venture will be applicable for the tender valuing Rs.10.00 crores and above.
- 2.7 Mobilization advance clause not applicable.

**REGULATIONS FOR TENDERS AND CONTRACTS
FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS
FOR ENGINEERING WORKS**

MEANING OF TERMS

- 1.1 These Regulations for Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions of supersession by special conditions of contract and/or special specifications, if any annexed to the Tender Forms.
- 1.2 Definition: In these Regulations for Tenders and Contracts 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 Central 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 for the general Superintendence and control of the Railway 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 Central Railway and shall also include the Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer and 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 Central 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 and Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Constructions), Divisional Electrical Engineer & Divisional Electrical Engineer (Construction), in executive charge of the works and shall include the superior officers of the Engineering, Signal & Telecommunication and Electrical Department of Railway, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer/ Chief Engineer (Construction), Senior Divisional Signal & Telecommunication Engineer/Deputy Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
 - (f) "Tenderer" shall mean the Person/the 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 personal 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 schedules set forth in the tender forms and required to be executed according to specifications.
 - (j) "Specifications" Shall mean the specifications for materials and works of the Central Railway as specified in Part-III of the Works Hand Book /IRUSS 2010 Vol. I &II issued under the authority of the 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-
 - "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;
 - "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.

- 2.1 APPLICATION FOR REGISTRATION: 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 shall be maintained in the Railway. The said list shall be revised periodically once in a year or so by giving wide publicity through advertisements, etc. A Contractor including a contractor who is already on the approved list shall apply to the 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, with details about the transport equipment, 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 agents; (f) his financial position.
- 2.2 An applicant shall clearly state the categories of works for which 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 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.
- 2.5 The list of approved contractors would be treated as confidential office record.

TENDER FOR WORKS

3. Tender Forms: 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 AND 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. Tender inviting authority may, if deem 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 the tender and the 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 Rs.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.
(Ref: Advance correction Slip No. 11 IRS GCC-April-2022.)
- (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 renege from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids).
 - 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.

(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.

(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.

(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.

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

Wrong/incorrect invoices issued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non-compliance done by Contractor;

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

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

(b) When work is tendered for by a firm or company of contractors, 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.

6.1: The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-A. Non submission of above 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 is qualifying the Qualifying Criteria mentioned in the Tender Document

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 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.

CONTRACT DOCUMENT

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.

C4ONTRACT DOCUMENTS

ANNEXURE-I
CENTRAL RAILWAY
TENDER FORM (FIRST SHEET)

Tender No.: DRMWNGP-67-2026-01

Name of Work: **Nagpur - Proposal for cleaning of vegetations, water tank, sewer line etc. of Guard line colony and service building for 2 years under ADEN(HQ)Nagpur.**

To,

The President of India,

Acting through,

Divisional Railway Manager (Works)

Central Railway, Nagpur.

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12 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 **Rs. 107500.00** 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 Tenderer(s)

Date.....

Address of the Tenderer(s)

ANNEXURE I
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 & Second sheet
 - (b) Special conditions / specifications [enclosed]
 - (c) Bill(s) of quantities [enclosed]
 - (d) Standard General Conditions of Contract and Standard Specification (Works & Materials) as laid down in Works Hand Book & Sanitary Works Hand Book of Central Railway and Indian Railway Unified Standard Specifications-2010 (Vol. I & II) as amended/corrected upto latest correction slip copies of which can be seen in the office of DRM(W)NAGPUR or obtained from the office of the Principal Chief Engineer, Central Railway CSTM on payment of Rs.100/-, Rs.100/- & Rs.1000/- per volume respectively.
 - (e) Standard Schedule of Rates (SSOR) **USSOR-2011/SOR-2002 (P. way)/CR-HQ-IRUSSOR-2019** as amended/corrected upto correction slip mentioned in First sheet of tender form, copies of which can be seen in the office of DRM (W) NAGPUR or obtained from the office of the Principal Chief engineer, Central Railway CST Mumbai on payment of Rs.1000/- & Rs.100/- respectively.
 - (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 Drawings for the work can be seen in the office of DRM (W) NAGPUR and/or Chief Engineer, Central Railway, CST Mumbai at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings, (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The tenderer [s] shall quote his / their rates as a percentage above or below the schedule of rates as per Standard Schedule of Rates (SSOR) **USSOR-2011/SOR-2002 (P. way)/CR-HQ-IRUSSOR-2019** applicable to NAGPUR 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 the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
5. The works are required to be completed within a period of **24 Months** from the date of issue of acceptance letter
6. **Bid Security:**
- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Chief Engineer/Dy. Chief Engineer/Divisional Engineer of Nagpur 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. **Tenderer's Credentials:** Documents testifying tenderer previous experience and financial status should be produced along with the tender.
Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit along with his / their tender:
- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
 - (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 than Company/Proprietary firm, Annexure –V(A) shall also be submitted by each member of a Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Family (HUF)/Limited liability Partnership (LLP) etc. as the case may be. Non submission of 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.
11. Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.
12. **Execution of Contract Documents:** The successful tenderer [s] shall be required to execute an agreement with the President of India acting through the Central Railway for carrying out the work according to the Standard General Conditions of Contract (with latest amendments), Special Conditions / Specifications annexed to the tender & specifications for work & material laid down in the Works Hand Books Part III & Sanitary Works Hand Book of Central Railway and IRUSS 2010 (Vol. I & II) as amended / corrected upto Correction slip mentioned in the tender form [first sheet].
13. **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) of General Conditions of Contract-2022 and Para 1.0 of Minimum Eligibility Criteria of Instructions/Special Conditions to the tenderers of tender document and as amended/corrected upto latest correction slip.
- (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) of General Conditions of Contract-2022 and Para 1.0 of Minimum Eligibility Criteria of Instructions/Special Conditions to the tenderers of tender document and as amended/corrected upto latest correction slip.
- (c) **Partnership Firm:**
 (i) All documents as mentioned in Para18 of the Tender Form (Second Sheet) of General Conditions of Contract-2022 and Para17 of the Tender Form (Second Sheet) of Instructions to the tenderers and conditions of tender of tender document and as amended/corrected upto latest correction slip
- (d) **Joint Venture (JV):** All documents as mentioned in Para 17 of the Tender Form (Second Sheet) of General Conditions of Contract-2022 and Para16 of the Tender Form (Second Sheet) of Instructions to the tenderers and conditions of tender of tender document and as amended/corrected upto latest correction slip.
- (e) **Company registered under Companies Act2013:**
 (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) of General Conditions of Contract-2022 and Para 1.0 of Minimum Eligibility Criteria of Instructions/Special Conditions to the tenderers of tender document and as amended/corrected upto latest correction slip.

(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.
- (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. 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) of General Conditions of Contract-2022 and Para 1.0 of Minimum Eligibility Criteria of Instructions/Special Conditions to the tenderers of tender document and as amended/corrected upto latest correction slip.

(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) of General Conditions of Contract-2022 and Para 1.0 of Minimum Eligibility Criteria of Instructions/Special Conditions to the tenderers of tender document and as amended/corrected upto latest correction slip.

(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.

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

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

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

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/company/joint venture (JV)/registered society/registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 15.(a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

16. **JOINT VENTURE (JV) IN WORKS TENDERS.**

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

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

16.2 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%.

16.3A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

16.4 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

16.5 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.

16.6A 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.

16.7 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.

16.8 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

16.9 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..

16.10 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..

16.11 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:

16.11.1 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

16.11.2 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.

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

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

16.13 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.

16.14 Documents to be enclosed by the JV alongwith the tender:

16.14.1 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.

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.

16.14.2 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.

16.14.3 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

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

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

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.

16.14.5 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

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

16.14.6 All other documents in terms of explanatory notes in clause 1.0 above of Minimum Eligibility Criteria.

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

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 1.1 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 1.1 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 1.1 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 1.1 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 16.15.1:

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.*

16.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.2 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

16.15.3 Bid Capacity

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

17. Participation of Partnership Firms in works tenders:

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

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

17.3: 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.

17.4: 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..

17.5: 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.

17.6: 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

17.7: 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.

17.8: 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.

17.9: 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.

17.10: 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.

All other documents in terms of Para 10 of the Tender Form (Second Sheet) (Refer GCC-2022 or updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents) above

17.11: 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) ((Refer GCC-2022 or updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents)above.

18: 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) _____

Date _____

Date _____

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(Rs)	Amount (Rs)
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(Rs)	Amount (Rs)
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.

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 Rs. _____.

(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 _____

Designation _____

Address _____

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 (Rs)	Amount (Rs)
1	2	3	4	5	6	7
Total Approximate Value of Work = Rs. _____						

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.

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

Central Railway

Contract Agreement of Works

Contract Agreement No..... Dated.....

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

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the **24 Months** _____ day of _____ 20____ and will maintain the said works for a period of **Nil Months** 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.....

Divisional Railway Manager (Works)
Central Railway, Nagpur
For & Behalf of the President of India)

Address.....

Date.....

Date.....

Signature of witnesses (to signature of Contractor) with address

Witnesses.....

CONTRACTOR'S AGREEMENT

I offer to do the work at the rates entered in the schedule of rates on the reverse which I have signed, and I understand that no fixed quantity of work is given to me to do that in starting work I am only given a place to work in or to deposit materials on, and that I have no claim to more than one unit of work as entered in the Schedule of Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in Charge, who may reject and decline to pay for whatever may be in his opinion inferior or defective or either and I agree that the Standard Specifications contained in the Works Hand Book Part III, corrected upto Printed/Advance Correction Slip upto tender opening date and Sanitary Works Hand Book corrected upto Printed/Advance Correction Slip upto tender opening date and Indian Railways Unified Specifications (Works & materials) -2010 Volume I & II of Central Railway in so far as they are not over-rule by items of this agreement, shall be deemed part of this agreement. I agree that no work under this work order shall be assigned or sublet without the previous written approval of the Divisional/Site Engineer.

I agree that my work may be stopped at any time by the Site Engineer on his giving me or my agent on the works seven days notice in writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him in writing subsequent to the expiry of the said notice and measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered at site of work as ascertained by the said measurement, I shall have no further claim against the Railway and I agree that any dispute arise on matters connected with this agreement, the same shall be referred to a person to be nominated in this behalf by the GM CSTM for the time being of the Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the Railway against any claims, which may be made under Workmen's Compensation Act, 1923.

WITNESS

CONTRACTOR

Name.....
Name.....
Address.....
Address.....

Note: If the agreement is for a work for which a special act of the legislature exist e.g. the Indian Mines Act, the agreement should include a clause indemnifying the Railway against all claims arising of provision of such Act.

I agree to pay the rates at%Above/Below Schedule of Rates as applicable to Nagpur Division set forth in the schedule of rates herein for finished and approved work

Date.....

Divisional Railway Manager (Works)
Central Railway, Nagpur
For & Behalf of the President of India

I/We agree to complete the work herein set forth on or before the date specified herein and to **maintain the same for a period of -Nil Months from the** certified date of their competition and in conformity with the document herein referred to, and all the condition therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully set forth therein.

Signature of witnesses 1.....
with addresses, to signature
of contractor 2.....

Contractor.....
Address.....
Date.....

ANNEXURE-IV

Work Order for Works

Nagpur Division

Work Order No.....Original/Duplicate/Triplicate No.....dated.....

I/We will carry out the following work according to the agreement at back.

SCHEDULE OF RATES

Particulars	Rates (Rs.)	Per	Remarks

WITNESS

CONTRACTOR

Name.....

Name.....

Address.....

Address.....

I agree to pay the above mentioned rates for finished and approved work.

Date.....

Divisional Railway Manager (Works)
Central Railway, Nagpur
For & Behalf of the President India

SPECIAL CONDITIONS OF CONTRACT

1 GENERAL

- 1.1 These “Special conditions & specification, Instructions to Tenderers and the stipulations made in the schedule of quantities & rates” shall govern the works executed under this contract in addition to the “Indian Railway Unified Standard Specification (works & Materials) Volume I & II-2010, General Conditions of Contract, Central Railway Unified Standard Schedule of Rates-2011, SSOR-2002 (P. way)”, each, as amended by correction slip from time to time.
- 1.2 Where there is any conflict between these “Special condition and specifications” and the “Schedule of quantities & rates” on one hand and the “Indian Railway Unified Standard Specification, General Conditions of Contract and the Central Railway Unified Standard Schedule of Rates/SSOR 2002 (P. way) on the other, the former shall prevail.
- 1.3 All references in this document to the word “Standard Specification” shall mean the specifications mentioned in the “Indian Railway Unified Standard Specification for Materials and Works”.
- 1.4 Any foot note/s appearing below the item/s of the contract schedule will take precedence over these Special Conditions.
- 1.5 Any Specifications/conditions stated by the tenderer in the covering letter submitted alongwith his tender shall be deemed to be a part of the contract only to such extent as have been explicitly accepted by the Railway.
- 1.6 The General Conditions of Contract will mean the General Conditions of Contract as amended and/or corrected from time to time and obtaining at the time of accepting of the tender and at the time of execution of the agreement mentioned in clause 15 under Conditions of Tender. It should be the responsibility of the Contractor before submitting his tender and again before entering into said agreement to ascertain all amendments and/or corrections made to the said General Conditions of Contract.

2 SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:

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

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

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

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

2.2: (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.

(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.

2.3: 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.

3 PERFORMANCE GUARANTEE (PG):

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 Performance Security Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

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

(Ref: Advance correction Slip No. 11 IRS GCC-April-2022.)

(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 up to 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.

(iv) 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%

(Ref: Advance correction Slip No. 11 IRS GCC-April-2022.)

4. HIRE OF PLANT & MACHINERY AND OTHER FACILITIES.

- 4.1 The contractor shall make his own arrangements for all plant and machinery other facilities equipments, tools, including spare parts, fuel and consumable stores, and all labour required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items.
- 4.2 On the contractor's request, the Railway may, however, give on hire plant and machinery/other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in which case, the hire charges for plant and machinery will be calculated to cover interest, ordinary repairs and maintenance charges at 5%, special repairs and maintenance charges at 10%, depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plant and Machinery, which will be present day market value plus freight and other incidental charges increased by 12 ½% supervision charges.
- 4.3 Hire charges for items other than plant & machinery, which do not require any form of repair and maintenance, shall only take into account interest on capital, depreciation and an additional 10% on these two.
- 4.4 The hire charges per day shall be arrived at by dividing the annual hire charges by 250, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contractor.
- 4.5 In the event of a plant or equipment or facility given on hire to the contractor not being returned to the railway administration in a reasonably good working order/depreciation that it would have suffered for the period of hire, the Railway shall treat the plant/facility as on sale, as per extant orders of the Railway, from the date it was initially given on hire, withdrawing the hire terms and charges.
- 4.6 If, however, the plant and machinery/other facilities, equipments, and tools relinquished by the contractor are not available in Railway's stock or the Railway decides not to supply the same for reasons whatsoever, neither the Railway shall be bound to arrange for the supply thereof nor will the

Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.

5. SUPPLY OF MATERIALS BY RAILWAYS.

- 5.1 Railway's materials such as plates, tie-bars, angle iron, R.S.Js., Channels, rails, P. way fittings etc. or any other items as are stipulated in the agreement to be issued to the Contractor for the work either free of charge or on payment as the case may be, will be issued to him at the Railway's central depot i.e. SSE (P. way)/Stores/Ajni and will have to be transported by the contractor to the site of work at his cost. All such materials will be used by the Contractor for the work in such quantities as are indicated in the schedule or in relevant specifications or drawings or as approved by the Engineers whose, decision thereon shall be final. Wastage of or damage to such materials in any manner shall be totally avoided. If surplus material issued, if any, is not returned in good condition immediately after completion of the work or if any quantity of material supplied by the Railway is consumed in excess or wasted or damaged or lost or not satisfactorily accounted for in that case recovery will be made from the Contractor at twice the market rate or twice book rate at the time of last issue whichever is higher plus 5% freight and 2% incidental charges plus 2 ½% supervision charges on the above cost arrived at for the quantity of material consumed in excess or wasted or damaged, lost or not satisfactorily accounted for.

In case it is discovered that the quantity of any items issued by the Railway as actually used in the work is less than the quantity/quantities specified to be used, the cost of steel and for other such items not so used shall also be recovered from the Contractors on the basis stipulated in sub-para above.

Action under this Clause will be without prejudice to the right of the Railway to take action against the Contractor/s under the conditions of the Contract for not doing/completing the work according to the prescribed specifications and approved drawings. It is well known that the supply of cement and steel to the consumers is very difficult now a days and hence if there will be delay in supply of cement and steel to the contractors, they should note that no claim or compensation of any kind will be entertained, but only suitable extension of time will be considered by Railway depending upon the merits of the case.

- 5.2 All the material i.e. P. way fittings left over as 'surplus' or as 'scraps' out of materials supplied by the Railway, should be returned to the Railway's Stores at SSE/Stores/Ajni failing which the cost will be recovered, as per the provision of clause 5.1 of the special conditions of Contract.
- 5.3 For items of works based on Unified Standard Schedule Of Rates 2011, and any other non-schedule items requiring use of cement, as including in the tender schedule, cement shall be procured by the contractor at his own cost. No additional payment shall be made for supply of cement including the transportation and storage. Railway will not supply cement.
- 5.4 No cement or reinforced steel will be supplied by the Railway. Item of supply of cement & supply of steel is in corporate in tender schedule. The cost of cement is included in the M.S. items. No additional payment shall be made for supply of cement including the transport and storage. No leftover cement will be taken over by the Railway. If there is short consumption, the work shall not be accepted and decision in this regard shall be entirely at the discretion of Railway Engineer and No claim shall be entertained in this account.

(a) Cement bags preferably in paper bag packing bear the following in ledger markings.

i)Manufacturer's name.

ii)Registered Trade Mark of manufacturer, if any,

iii)Type of Cement.

iv)Weight of each bag in kg. or No. of Bags/Tonne.

v)Date of manufacture, generally marked as week of the year/year of manufacture, e.g. 30/2012, which means 30th week of 2012

(b) To ensure quality control test certificates from the manufacturers should be produced by the contractors which should conform to the relevant specifications (latest specifications may be incorporated).

(c) Railways may also take samples during the course of work & get the cement and steel tested to ascertain their conformity to specifications.

(d) When such sampling is done, it should be as per IS specification laid down in relevant IS Codes.

(e) Tests on the sample to be carried out in the field should be given below.

(f) Tests on Cement will be as per IS 4031, some of the test which may be carried out are

(i) Compressive strength (ii) Initial and final setting time (iii) Consistency (iv) Soundness. The cost of any testing shall be borne by the contractor.

5.5 STEEL

Tests of steel samples will be carried out as per BIS specifications and cost of any testing shall be borne by the contractor.

6 SETTING OUT OF WORKS:

- 6.1 The Railway will initially set out the centerline of the bridges and alignment and fixed the position of the piers and abutments. The contractor shall thereafter set out the work and every part thereof fully. The contractor shall be responsible for maintaining the accuracy of the alignment, positions levels and of the work in accordance with the drawings, directions or instructions given from time to time to him and every facility shall be given to the engineer for checking of the same. The contractor at his own cost shall rectify the error in the dimensions, alignment position or levels of work set out or constructed by him to the satisfaction of the Engineer.
- 6.2 In the case of building or other structure the Engineer or his representative will set out the center, longitudinal or the face line and at least one main cross line.
- 6.3 The work shall be set out by the contractor to the satisfaction of the Engineer but his approval there shall not, nor shall his joining with contractor in setting out the work, relieve the contractor from his entire and sole responsibility therefor.
- 6.4 The contractor shall also provide, fix and be responsible for the maintenance of all stakes, templates, profiles, levels, marks, points etc., must take all necessary precautions to prevent these being removed, altered or disturbed and will be held responsible for the consequences of such removal, alterations or disturbances should the same take place and for their efficient reinstatement.

7. FIELD LABORATORY-The work covers the provision and maintenance of an adequately equipped field laboratory, as required for site control on the quality of materials and the works. The lab should be manned, managed & maintained by suitable, qualified personnel from the contractor. The contractor shall arrange to provide amenities like water supply, electric supply etc.

The minimum apparatus required to be kept are as under,

- Cube testing M/c
- Sieve set- coarse & fine aggregate
- Slump cone set
- Weighing Balance (10Kg.)
- Weighing balance (5Kg.)
- Standard cube moulds
- Measuring jar (1000ml to 50ml.)
- Silt test jar
- A set of relevant IRC& BIS code sand specification.

Cube testing machine (a) 100 T. capacity. (15 cm cube crushing strength upto 400kg/cm²) (b) 150T capacity. (15 cm cube crushing strength upto 600 kg/cm²)

The laboratory should have space for the installation of equipment, laboratory tables and cupboards, working space for carrying out various laboratory tests and a curing tank for the curing of samples, around 4m x 2m x 1m in size. Wooden/concrete working table with a working platform area of about 1m x 10m shall be provided against the walls, also providing wooden cupboards above and below the working tables to store accessories such as sample mould etc.

The laboratory and items required therein shall be finally decided by the Engineer as per requirements of the project and modified accordingly. In case any item is not listed and is required for the work the same will be provided by the contractor.

8. SUPPLY OF WATER AND ELECTRICITY

- 8.1 The contractor shall make his own arrangements for water supply. Wherever is convenient to the Railway administration, the water from piped supply may be made available to the contractor, provided the contractor shall arrange at his own expenses to effect the connections and lay additional pipe lines and accessories to the site of work and that the contractor shall not be entitled to any compensation for interruption or failure of the water supply. The contractor will have to pay for such water supply or for supply from Railway well or tube wells at a rate of one percent on the amount of all items or work appearing in the bills payable to the contractor in respect of which work such water has been used by the contractor and such charges shall be deducted from sums due or payable by the Railway to the contractor from time to time. Connections to labour camps will not be permitted.
- 8.2 The contractor shall make his own arrangements for the operation of mechanical equipments required for the execution of work and /or for the purpose of lighting for working during day/night time. Wherever, it is convenient to the Railway Administration, the electric supply may be made available to the contractor provided the contractor shall arrange at his own expense to effect the connection and lay additional wiring, provide meter and other accessories on the site. Such work of laying wiring etc. shall be done under supervision of a qualified staff and a certificate shall be required to be submitted to the effect that the work of wiring has been done as per rules or the work shall have to be got done through Railway Organization and the charges for the same shall have to be borne by the contractor as per extant rules.
- 8.3 The contractor shall not be entitled to any compensation for interruption or failure of the electric supply. The contractor will have to pay for such electric supply from Railway at rate agreed to between contractor & Railway Administration & such charge shall be deducted from the sums due or payable by the Railways to the contractor from time to time.

Water available locally in wells, creeks or nallah may be blackish water at some locations. It should be noted that no sea or blackish water shall be used in all classes of masonry, reinforced and mass concrete work. In addition, water used on the above works shall be free from earthy, vegetable or organic matter, oils, acids and alkaline substance in solutions or in suspension and impurities and shall be fit for drinking.

9. ROYALTIES AND PATENT RIGHTS

- 9.1 The contractor shall defray the cost of all royalties, fees and other payments in respect of patents. Patent rights and licenses, which may be payable to patented license or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractors shall indemnify the Railway Audit officers, servants, representatives against all claims proceedings, damages, cost charges, loss and liability which they or any of them may sustain incur or be put to by reason or in consequence of, directly or indirectly, any such breach and against payment of any royalties damages, or other monies which the Railway may have to make to any person or paid in total to the patent rights in respect of the users of any machine, instructions, process, articles, matters or thing constructed manufactured, supplied or delivered by the contractor to his order under this contract.

9.2 PAYMENT OF ROYALTY CHARGES

- 9.2.1 All taxes royalty charges, etc in connection with manufacture/fabrication and supply of rubble/sand/stone ballast etc. have to be borne by the contractor. The contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authority/Collector and produce the same to DEN/Sr.DEN/XEN after completion of the supply but before release of his final bill. If in any case the contractor fails to produce the clearance certificate for royalty charges an amount equal to the amount of unpaid royalty charge as intimated by the Revenue Authority/Collector or as calculated on the basis of the relevant rates for payment of royalty charges applicable to the area will be retained from the dues of the contractor. No claim regarding interest charges of delay in payment for retention of this amount would be entertained.

9.3 PERMIT OR PARWANA

The contractor will at his own expenses obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The President/The Railway Administration will not under any circumstances be liable to obtain any permit, or parwana whatsoever, for the contractor.

- 9.4 Modification to Standard Special Condition of Contract.

Taxes Royalty and Patent Rights (Ref:-Dy.CE (Works) CSTM's letter No.W.187.R.A.1.Special condition dated 18.09.2017)

1. For all the works except work of earth work for embankment / cutting and supply of ballast.

All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the contractor/s to the Govt. or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway. Contractor shall not have any claim whatsoever as a result of the increase in the rates for such royalties, taxes, duties or any other form of levies etc. (Concessional Sales Taxes Form and Octroi Exemption Certificate will be issued to Contractor on his specific request, if legally permissible).

2. For works of earth work for embankment / cutting and/ or supply of Ballast.

a) All the rates quoted in the tender shall be deemed to be inclusive of all royalties, taxes, duties, octroi or any form of levies etc. payable by the contractor/s to the Govt. or public body or local authority as applicable on the date of opening of tender.

The rate of royalty considered in the rates of tender schedule is peer rates circulated by the Govt. of Maharashtra / Madhya Pradesh Govt. for the work executed in Maharashtra and Madhya Pradesh state respectively.

Claim towards such royalty should be unfailingly accompanied by proof of payment and thereof. In absence of these, royalty payment will not be released.

b) However, in case of any subsequent increase in rates of royalties, the increased amount will be reimbursed to the contractor only on production of documentary proof of payment of royalty at such increased rates along with State Govt.'s order.

c) Similarly in case of decrease in the rate of royalty charges or its waiver, payment of royalty will be regulated by such reduced rate and recovery shall be affected accordingly.

d) Reimbursement/ recovery, if required, shall be worked out separately and submitted along with claims for on-account payment.

e) In case of all other taxes, duties, octroi or any form of levies etc. no additional amount will be paid or claim entertained on this account by the Railway. Contractor shall not have any claim whatsoever as a result of the increase in the rates for such, taxes, duties or any other form of levies etc.

f) The amount of reimbursement or recovery, as the case may be, as per revised rate of royalty shall be applicable only for the quantity of work executed by the contractor after the Govt. Resolution for revision of rate of royalty has come into effect.

g) The reimbursement/ recoveries as per revised rate of royalty shall be effective only for the original completion period of the work. However, the amount as per revised rate of royalty is payable / recoverable during the extended period of the contract, provided the PVC was the part of the original contract. i.e. under clause 17-A(i), (ii) or (iii) of GCC or where extension of time has been granted due to contractor's failure under clause 17 (B) of the General Condition of Contract, the reimbursement due to change in rate of royalty shall not be payable for such extended periods, however decrease in the rate of royalty or its waiver, the difference in amount will be recovered from the payment of the contractor for such extended periods under clause 17(B) of GCC.

1. So far as check to be inter alia exercised/ ensured by Works branch before passing/ certifying the final bill of the contractors is concerned they may be phrased as followed:

i) A certificate regarding rate and amount of royalty may be recorded in the Measurement Book jointly signed by Contractor and Railway Engineer.

ii) The copy of Govt. order is enclosed along with the running bill by the contractor.

iii) The amount reimbursable will be the same as that was paid for the quantity of work as the case may be, by the contractor after the G.O. has come into effect {Clause(f)}.

iv) The overall contract value gets modified and variation statement may be prepared and sent to Accounts for vetting before bill is passed for payment.

v) The date of effect of entertaining the claim towards reimbursement should be specific, i.e. from a date of revision of royalty and not in general terms like "since last Running Account bill".

vi) Royalty reimbursement/ deduction has to be settled before the final bill.

10. TAXES

10.1 The rates of all the items are inclusive of all applicable taxes. The Railways will not pay to the contractor any of these taxes and the contractor will not be compensated for any amount paid by him by way of such taxes or duties.

10.2 All the taxes and duties whatsoever leviable by Government (State or Central) or any body shall be borne by the contractor.

10.3 All applicable taxes shall be deducted from the Contractor's bill at Source.

10.4 Rate covers all lead, lift, descent and all applicable taxes.

11. MODE OF PAYMENT THROUGH EFT (ELECTRONIC FUND TRANSFER) SYSTEM: Tenderers are requested to give his bank account number & other detail and fill the Mandate Form for EFT for making payment to them. Payment will be arranged by EFT only for all contracts.

12. LEGAL CHARGES

A fee of Rs.200/- Per legal document like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice in the Law Office.

13. EMPLOYMENT OF STAFF

The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person of Gazetted rank of Engineering Department which includes Civil, Mechanical, Electrical, Signal Telecommunication Departments of Railways whether pensionable or non-pensionable who after retirement has sought engagement as contractor for or in connection with the execution of public works whether on Railway. P.W.D. or Defense Forces or as an employee of such contractor within 2 years of his retirement without obtaining the permission of the President of India before, taking up such engagement or employment.

14. PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR:

14.1 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 &labours in or about the execution of any of these works as are careful and skilled in the various trades.

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

14.3 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 party of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under clause 62 of these conditions.

14.4 The contractor shall employ following qualified engineers during the execution of allotted work:
(i) One qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above.
(ii) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh, but less than Rs. 200 lakh.

Technical staff should be available at site wherever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the Qualified Engineer, as aforesaid, para (i) & (ii), shall be liable to pay an amount of Rs.40000 and Rs.25000 for each month or part thereof for the default period for the provisions, as contained in Para (i) and (ii) above respectively.

15. VARIATION IN QUANTITIES OF ITEMS IN CONTRACT.

15.1 Quantity of item/items shown in the schedule of works are approximate and are for guidance of the contractor/contractors. The quantities may vary to the extent of 25% on either i.e. increase/decrease during the execution of work according to the actual need of the Railways and the contractor is bound to carry out these additional quantities at the same rate. The Engineer on behalf of the Railway is authorized to order in writing to enlarge, extend, diminish or reduce the work or make any alteration in the design, character, position of 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 works to be done or any works not to be done. The contractor shall be bound to carry out the works at the agreed rates and shall not be entitled to any claim or compensation whatsoever.

15.1(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.

15.1(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.

15.2 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contract.

15.2.1 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.

15.2.2 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 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 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.
- (a) 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.
- (b) Execution of quantities beyond 150% of the overall agreemental 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/FA & CAO (C) and approval of General Manager.

15.2.3 In cases where decrease is involved during execution of contract.

- a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
- b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- c) It should be certified that the work proposed to be reduced will not be required in the same work.

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

- (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

15.2.5 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.

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

15.2.7 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).

15.2.8 For the tenders accepted at Zonal Railways level, variations in the quantities should be approved by the authority in whose powers revised value of the agreement lies.

15.2.9 For the tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

15.2.10 For the tenders accepted by Board Members and Railway Ministers, variation upto 110% of the original agreement value may be accepted by General Manager.

15.2.11 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 should be obtained. (Ref: Rly Bd's letter No. 2017/Trans/01/Policy dated 08.02.2018)

16 STORAGE OF INFLAMMABLE ARTICLES.

No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosive Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act has been obtained by the Contractor. All due precautions as required under the Acts shall be taken by the contractor.

17 ANTI-LARVAL WORKS

The contractor/s shall at his/their cost carry out all anti-larval works as per the Bye-law of the local authorities concerned or as may be directed by the engineer during the execution of the work under this contract. If the contractor/s fails to carry out such work the Railway may carry out the same and recover the cost, the fare from the contractor/s in the same way as other Railway amounts are recoverable.

18 SERVICE ROADS AND APPROACH

The rates for all items of the schedule shall be inclusive of the cost of all arrangements for crossing obstructions to be crossed in the course of the work over land or across water and the cost of providing and maintenance of approach/ and/or service roads that may be necessary for bringing and removing the plants, machinery and material to and from the site of work including rent for use and /or compensation for damage if any to intervening private land traversed by such approach/service roads, and including cost of acquisition of land, if required for the purpose. The contractor will be permitted to make use of available service roads of the Railways free of cost. Railway reserves the right to make use of the contractor service road without paying any charges to him.

- 19 The tenderer should note that the rates quoted shall embrace all operations necessary for the satisfactory completion of the work to finish and shall include all charged for handling, transport, lead, lift, crossing of track/s, labour, housing, sanitation, water supply materials, fuel, tools and plants, electric power, workshop facilities, machinery security, lighting etc. and all other expenses of every kinds.

- 20 **SAFE WORKING METHODS** :The contractors shall at all times, adopt such safe methods of working as will ensure safety of structures, equipment and labour, Safety rules that should be adhered to are given as guidelines in Appendix "A". If at any time, the Railway finds the safety arrangements inadequate or unsafe, the contractor shall take immediate corrective action as directed by the Railway's representative at site. Any directions in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.

21. NIGHT WORK

The provision in clause 23 of General conditions of contract should be noted regarding execution of between sunset to sun-rise. If the Railways, is however, satisfies that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work even

at night, without conferring any right on the contractor for claiming for extra payment introducing night working. The decision of the engineer in this regard will be final and binding on the contractor.

22. NOTICE TO PUBLIC BODIES

The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in execution of the contract. He should make good any damage to adjoining premise whether public or private and provide and maintain any light etc. required in night.

23. FIGURES, DIMENSION

Figures and dimensions on drawings shall supercede measurements by scale, and drawings to a large scale shall take precedence over those to a smaller scale.

24. PLEA OF CUSTOMS

The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specifications.

25. CARE OF STAFF

No quarters will be provided by the Railway for 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 work on available Railway land. The contractor shall at his own cost make all necessary and adequate arrangements for 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 the Medical staff of the Railway. If the contractor fails to make adequate medical and sanitary arrangements these will be provided by the railway and the cost thereof, will be recovered from the contractor.

26. FIRST-AID

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

27. DAMAGE, ACCIDENTS OR FLOODS OR TIDES

The contractor shall take all precautions against damage from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of a structure, plant or material of every description belonging to the Railway administration, lost or damaged by any cause during the course of contractor's work. The Railway 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 structures during construction. No claims in this regard will be arbitrable.

28. TRESPASS

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

- 29.** Code Nos., description and the rates given in the schedule are based on the 'Unified Standard Schedule of Rates (Works and Materials)-2011 and SSOR 2002 (P. way)'. Any discrepancies noticed at any time during the execution of currency of the work in wording, rates, quantities of cement, punctuation, typographical error etc. should be rectified by reference to the printed schedule or original manuscript available with CE CSTM, which shall be treated as authoritative and binding on the contractor. Notes appearing at the beginning of each of the relevant chapter of the Central Railway's Unified Standard Schedule of Rates-2011 and SSOR 2002 except as modified by these special conditions will be applicable to this contract, both for standard schedule and non-schedule items.

30. CONTRACT LABOUR ACT

- (i) The contractor shall comply with the provisions 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 claim under the aforesaid Act and the Rules.

- (ii) The contractor shall obtain valid licence 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 this requirement shall attract the penal provision of the contract arising out of the resultant non-execution of the work.
- (iii) The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The contractors shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him. The contractor will pay his labour through bank/cheque/ECS and the payment sheet showing the amount paid to each labourer will be countersigned by a representative of the Department which is administering the contract.
- (iv) The contractor will make deductions towards ESI from the payment paid to his labour and will remit the same to the appropriate authority under the ESI Act alongwith his own contribution.
- (v) The contractor agrees that Railway officials, including Welfare inspector, shall have the right to inspect the books of the contractor to ensure compliance of the above provisions
- (vi) 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 the Rules wherever applicable.
- (vii) In every case in which by virtue of the provisions of the aforesaid Act of 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 in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligation under the aforesaid Act or the Rules, 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 section 20 sub-section (2) and section 21 sub-section(4) of aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and /or from any sum due by the Railway to the contractor whether under the contract or otherwise. 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 cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

31. PROVISION OF EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISION ACT 1952.

(i) The contractor shall comply with the provisions of para 30 and 36-B of the Employees Provident Fund Scheme, 1952: Para 3 and 4 of Employee's Pension Scheme, 1995: and Para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976: 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. (Authority: Rly. Bd's letter no 2012/CE-I/CT/O/22 dated 14.12.2012)

(ii) Applicability of the provision of EPF Act 1952 to contract labourers: The contractor should maintain salary/wages register signed by the employees indicating Provident Fund Account number alongwith soft copy of ECR i.e. Electronic Challan cum Return and these should be submitted to Railway authorities. The contractor should submit separate e-challan in respect of employees employed through him/them. Depositing one challan for labour supplied at various establishments will not be accepted. (Authority: Rly Bd's letter No.2014/E(LL)AT/EPF/1 dated 23.12.2014)

iii) Instructions issued vide GM's L. No. Nil Dated 04.12.2015 under ref. of Rly boards L. No. E(LL) 12015/PNM/AIRF/1 Dated 20.10.2015 regarding provisions in respect of contract workers may be incorporated in tender documents and agreement.

iv) It may be ensured that, instructions regarding compliance under EPF & MP Act 1952 in respect of employees engaged through outsourced agencies or through contractor circulated vide DRM(P)NGP's L. No. NGP/P229/G/Contract Labour Dtd. 10/05/2016 has been incorporated in tender document.

- 32.** If the Contractors is a co-operative labour contract, or Society/Vendor Co-operative Society, there shall be no element of contractor or ex-contractors in that Society in any capacity nor shall there be any close relative of the Contractor or ex-contractor associating with the Society as an office bearer. The Railway administration reserve

the right to terminate the contract of the Society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.

33. THE BUILDING AND OTHER CONSTRUCTION WORKERS ACT.

The tenderer should note for carrying out any construction work in Maharashtra/Madhya Pradesh must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the Maharashtra/Madhya Pradesh Government and submit certificate of Registration issued from the Registering Officer of the Maharashtra/Madhya Pradesh Government (Labour Department). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item. Note- Any amendment in the quantum of cess leviable under the welfare cess rules will be applicable from the date of notification.

34. IDENTITY CARD OF RAILWAY CONTRACTOR'S LABOUR.

Issue of Identity Cards by contractor: As per HQrs Office, CSTM's letter No. W.187.R.A.I. Special conditions dt. 29/06/2001 (Ref: CPO/ADMN's letter NO. HPB/R/1 Cards dt. 21/02/2000).

- a) The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work, as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per clause No. 62 (VII) of GCC.
- b) It is mandatory on the part of every employee, deployed by the contractors to keep in his possession, the identity card issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.
- c) It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particulars contract, to the railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.
- d) No Claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

IDENTITY CARD

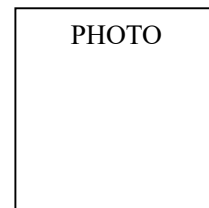
IDENTITY CARD SR. NO.....

DATE OF ISSUE:.....

NAME OF THE CONTRACTOR
AND ADDRESS.....

PARTICULARS OF EMPLOYEE:

- 1) NAME OF THE EMPLOYEE.....
- 2) DATE OF BIRTH / AGE.....
- 3) PERSONAL IDENTIFICATION MARK.....
- 4) PERMANENT ADDRESS.....



(Signature of contractor)
The person who signed the
Original tender document
of the contract agreement

(Signature / Thumb Impression of employee)

35. Compliance under EPF & MP Act 1952 in respect of employees engaged through outsourced agencies or through contractor (Reference: DRM (P) NGP's letter No. NGP/P229/G/Contract Labour dated 10.05.2016):

Contractor should get them register under the Building & Other Construction Workers Act 1996 as well as with Employees State Insurance Corporation and also with Employees Provident Fund Organization and deposit the necessary contribution with the EPFO if they employ 20 or more employees/workers. Further it has been

mandated that all construction workers should be provided Universal Account Number (UAN) by the contractor by appropriately registering them on the IPFO portal even if they are not part of establishment having 20 or more employees/workers. For details please refer websites of EPFO and ESIC i.e. www.epfindia.gov.in and www.esic.nic.in

36. PERIOD OF COMPLETION

The railway expects that a resourceful and experienced contractor should be able to complete the work in all respects within **24 Months** after contract is awarded. Each contractor must, however fill in the appropriate place on Page 1 of the Tender Document, the period within which he undertakes to complete the work.

37. MAINTENANCE PERIOD

The work shall be maintained after completion for a period of – **Nil Months** by the contractor and he shall make good any defects, imperfection, shrinkages or faults which may appear, at his own cost.

38. IMPOSITION OF PENALTY FOR DELAY IN THE COMPLETION OF WORK.

38.1. Extension to the currency of the contract shall be covered under clause 17 of GCC

The existing clause 17(B) of GCC provides for recovery of liquidated damages from the contractor for delay in completion of the work on account of contractor. While granting extension to the currency of contract under clause 17(B) of GCC, the competent authority can also levy penalty as deemed fit based on the merit of the case.

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 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.

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.

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

NOTE:

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

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

39.1: 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.

39.2: 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.

39A: 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.

39B:Such Offloading of works (up to 5% of original contract value) would be done after taking the prior approval of PHOD (Ref: Rly Bd's letter No. 2022/CE-I/CT/GCC-2022/Policy dated 27.04.2022)

40. ARBITRATION

40.1. The settlement of disputes and differences arising out of contract shall be done as per clauses 63 & 64 of **General Conditions of Contract April2022.**

40.2. The provisions of clauses 63 and 64 of the GCC will be applicable only for settlement of claims of disputes between the parties for values less than or equal to 20% of the value of the contract and when the claims or disputes are of value more than 20% of the value of contract, provision of clauses 63 and 64 and other relevant clauses of GCC will not be applicable and arbitration will not be a remedy for settlement of such dispute.

40.3. The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of Condition above conditions.

41. (a) Whenever due to defaulting contractor the contracts are rescinded as per clause 62 of GCC, the security deposit should be forfeited and performance guarantee shall be encashed and the balance work should be got done separately. (b) The balance work shall be got done independently without risk and cost of the original contractor. (c) The original 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 would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

42. LIEN IN RESPECT OF CLAIMS IN THE CONTRACT

(Following clause is added to clause 52-A of GCC)

The recovery of claims of Railway in regard to terminated contracts may be made from the final bills, Security Deposits and Performance Guarantee of other contract of contracts executed by the contractor. The Performance Guarantee 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 due against the terminated contract.

- 43 It should be specifically noted that some of the detailed drawings may not have finalized by the Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.
- 44 No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works(s) arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and site layout plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.
- 45 No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.
- 46 In the case of serious Accidents/Natural calamities: In case of serious accidents/natural calamities involving human lives, Railway reserves the right to draft the road vehicles and other equipments of the contractor for quick restoration work at accident site the accordingly the contractor shall be duty bound to take necessary action to comply with the requirement of Railways without any delay. For payment purpose the item may be operated as a non-schedule item as per the existing norms of power delegated the Railways.

47 PLAYING OF CONTRACTORS ROAD VEHICLES ON THE RAILWAY LAND NEXT TO RUNNING LINE/YARD.

The contractor shall not allow any road vehicle belonging to his suppliers etc. to ply in Railway land next to the running line. If for execution of certain work viz. earth work for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in Railway land next to the Railway line, the contractor shall apply to the Engineer In charge for permission giving the type and no of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The Engineer In charge or his authorized representatives will personally counsel, examine and certify the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.

1. Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 m. from the centre of the nearest track. For plying of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractors' representative and controlling Engineer/Supervisors in charge of the work including officers and the in charge of the section.
2. Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work.
3. The vehicles shall ply 6m clear of track. Any movement/work at less than 6 m and up to minimum 3.5 m. clear of track center, shall be done only in the presence of Railway employee authorized by the Engineer In charge. No part of the road vehicle will be allowed less than 3.5 m. from track center. Cost of such Railway employee shall be borne by the Railway.
4. The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment and men and also damages etc to Railway and its passengers.
5. Engineer In-charge may impose any other condition necessary for a particular work or site.

48. TRAINING TO SUPERVISORS AND OPERATORS OF THE EXECUTIVE AGENCIES.

The Supervisors and the Operators of the Contractors proposed to be deployed at worksite, which is close to the running track shall be imparted mandatory training by the Railway about the safety measures to be adopted while working in the vicinity of running track. Engineer-in-charge of the work shall decide the scale, extent adequacy of training. In case training is imparted at a recognized Railway Training Institute, the charges @ Rs. 700/- Per Trainee Per day will be recovered from the contractor. A competency certificate to this effect to the individual Supervisor/Operator shall be issued as given below, by a Railway Officer not below the rank of

Assistant level. No Supervisor/Operator of the contractor shall work or allowed to work into the vicinity of running track who is not in possession of valid competency certificate.

COMPENTENCY CERTIFICATE

Certified that Shri Supervisor/Operator of M/s / Shri..... has been trained and examined in safety measures to be followed while working in the vicinity of running Railway Track for the work of His knowledge has been found satisfactory and he is capable of supervising the work safely.
This certificate is valid for 2 years for working in above and similar works.

49.TIME IS THE ESSENCE OF CONTRACT:

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.

50. USE OF PATENTED ITEM IN WORKS CONTRACT:

1. In case the agency, supplying the patented item is not contractor to whom the work is assigned and these items are being procured by the Contractor, the concerned contractor will obtain prior approval from the Engineer-in-charge of the work (Min. JA Grade Officer) who will ensure that all design and safety aspects are taken care of for any specific requirement concerning execution warranty etc. an agreement/MOU is to be entered between the main contractor and the party supplying the patented items clearly bringing out the responsibility of party supplying such patented items. A copy of such MOU will be furnished to the Engineer-in-charge by the main contractor to whom work has been assigned by the Railway and after the approval of Engineer-in-charge, such item can be used in work.
2. The agency supplying the patented item shall provide complete details/specifications/drawings of the items including the manner in which it is to be used.
3. During the installation of such patented items authorized representative of the firm supplying such patented/propriety items shall be present and after the execution of work a certificate to be issued by the firm supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concerned Engineer-in-charge executing the contract, before releasing payment for the work done.
(Reference: Railway Board's letter No.2018/CE-I/Innov/1 dated 18.01.2018).

51. Inclusion of 'Letter of Credit' as Mode of Payment in Works Tenders or Service Tenders. An option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.(Railway Board's letter No. 2018/CE-I/CT/9 dt. 04.06.2018)

- (i) For all the tenders having advertised cost of Rs.10 Lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (iv) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC.
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance / reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender

till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w. r. t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

52. (Reference - Railway Board L. No. 2018/CE-I/CT/4 dt. 17.10.2018) Contractor is to abide by the provisions of Payments 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-

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyanportal with requisite details subsequent to issue of letter of Acceptance Engineers 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 pass word with login ID (PAN No.) for subsequent use of portal for all LOA's issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreement on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(f) While processing payments of any "On Account Bill" or 'Final Bill' or release of 'Advances' or Performance Guarantee/Security deposits" contractor shall submit a certificate to the engineer or Engineer's representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at "www.shramikkalyan.indianrailways.gov.in till ____ Month ____ Year"

53 (Reference- Dy. CE (W) CSMT letter No.W.187.R.GCC dt.24.05.2019) If any contract is terminated under clause 62 of GCC on contractor's fault, then that contractor shall be temporarily debarred from participation in any tender in that division for one year if so decided by the tender accepting authority.

54. In terms of Principal Chief Engineer's Circular No. 207 of 2021 dated 04.02.2021 circulated vide Dy. CE(W) CST Mumbai Office letter No. W.187.R.A./XII/Circular dated 04.02.2021 for '*Ensuring Quality of Work and Maintaining Site Records in Contracts*' the conditions and site record furnished under must be maintained and complied with invariably.[Annexure-i to Annexure-xii & Annexure B]

55. **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 percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) 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 percent) 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. (Ref: Advance correction Slip No. 11 IRS GCC-April-2022.)

(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.

56. (Reference-Railway Boards letter No.2016/AC-II/01/06/CRIS dated 30.09.2022)-Amendment to turnover threshold for e-invoicing under GST-In terms of Railway Boards letter No.2016/AC-II/01/06/CRIS dated 30.09.2022 with effect from 1st October 2022, all suppliers (i.e. registered persons under GST) of Indian Railways (excluding notified exempted categories) having aggregate turnover more than INR 10 crores in any preceding Financial Year from 2017-18 onwards, shall mandatorily issue e-invoice having QR Code embedding IRN and requisite particulars against all taxable supplies being made to Indian Railways.

57. Precaution and Safety at ROB/RUB/Bridge work sites.(Reference Railway Boards letter No. 2023/CE-IV/Misc dated 10.08.2023

Recently, on one of the Railways, formwork collapsed while concreting, resulting in the death of one worker. Similar accidents of various severities have been reported repeatedly as a result of formwork failures. The importance of the formwork system in the construction sector for the building of reinforced concrete structures is once again stressed. Failures in the formwork system increase the cost, time, and labor needed for construction in addition to losing credibility as an institution.

Vide letter No. 2020/CE-1/USSOR/W&M/I dated 05.07.2022, Board has issued Indian Railways Unified Standard Schedule of Rates' (IR-USSOR-2021), along with specifications for execution of Bridges works,

Formation works and P Way works. Relevant Para of USSOR specifications 2021 regarding shuttering/formwork design is re-iterated hereunder: -

Para no. 2.10.2 Material and Design: *The Contractor shall furnish the design and drawing of complete form work (Le. the forms as well as their supports) for approval of the Engineer before any erection is taken up).*

From the above, it is evident that all sorts of Form work design should be approved by the Engineer. However, it is noted that, aside from some significant PSC Box Girder bridges, the form work design is typically not approved by the Engineer, and monitoring & execution of this activity are left to the judgment of the shuttering subcontractor/workers. This is not only a violation of the conditions of contracts but also unsafe for the work sites.

As such it is again reiterated that USSOR specifications w.r.t form work should be strictly adhered.

Beside this followings precautions should also be ensured:

1. Proper Stripping and Shore Removal: Early stripping of forms and careless practices in re-shoring should be avoided.
2. Inadequate Bracing: Poor bracing generates lateral force and hence creates lateral deformation of supporting members as such it should be avoided.
3. Inadequate Control of Concrete Placement: Improper rate and order of placing concrete on horizontal formwork introduce unbalanced loadings and consequent failures of formwork. This should be avoided.
4. Inadequate Concrete Strength Development: It must be ensured before next lift of concrete, applicable for slip-form shuttering or climb shuttering.
5. Vibration and Impact: Vibration and impact due to passing traffic, movement of workers and equipment on formwork, can displace supporting props or jacks of formwork system as such it should be controlled.
6. Unstable Soil under Mudsills and Out of Plumb Shores: Unstable soil and out of plumb shores are another factor that jeopardize the stability of the formwork system. It must be accounted for while approving formwork design.
7. Lack of Attention to Formwork Details: Assemblage errors such as insufficient nailing, failure to tighten the locking devices on metal props, demands of skilled workmanship for an effective and safe formwork. It must be ensured.

Annexure 'A'

Construction site records

In order to maintain accurate records of performance of contract, the Railway's representative will maintain the following registers at site :

i. Site Order Register - This register shall be for issuing work related instructions to the Contractor by Engineer or his Representatives. Verbal orders/instructions are confirmed by the SSE/ADEN in writing in the register. Contractor shall promptly acknowledge orders given therein and comply with them within a reasonable time. Contractor shall also record the compliance in above register. Railways representative shall report such issues that have not been complied by the Contractor in a reasonable time frame to his higher-ups for its early remedy. Reply to the inspecting officers regarding compliance, needs to be communicated by the Contractor promptly. Contractor may also record his grievance, if any, in above register, which the Railway shall try to settle promptly. **Proforma for the register is attached as Annexure-i.**

ii. Hindrance register - This register shall be maintained to record all hindrances encountered during execution of works in the contract. It shall indicate Nature of hindrance, Date of start of hindrance, Date of Removal of hindrance, Period of hindrance, Items of work that could not be executed because of this hindrance, impact of hindrance on overall delay etc. Hindrance register will form basis for grant of extension to the contractor with or without penalty. **Proforma for the register is attached as Annexure-ii.**

iii. Drawing issue register - All records of issue of drawings viz. General Arrangement, Architectural, Structural, Plumbing, Sanitary etc to the contractor by the deptt. shall be maintained in this register. If the contract warrants submission of drawings by the contractor such as those for temporary works, structural designs & drawings in Design & Built contract, as built/completion drawings etc, it shall also be entered into the register. This register will also form a basis for analysing delay in execution of works by either party to the contract. All drawings shall be always kept at site in a separate folder for ready reference.

Proforma for the register is attached as Annexure-iii.

iv. Technical Register - This register will show technical details at site of work indicating layout of work, foundation works, variation in structural dimensions from drawings, any technical details necessary for verification of measurements, hidden works etc. This register is also meant for recording details of “Approved Method Statement” for major important activities that requires thorough detailing to ensure quality & safety of the work being executed. **Proforma for the register is attached as Annexure-iv.**

v. Piling register- A separate piling register indicating details of pile load test, location, size, depth of pile, strata encountered, time of start and end of boring, time of start and end of concreting, depth of socketing etc may be maintained. For small qty, piling details may be entered into Technical Register. **Proforma for the register is attached as Annexure-v.**

vi. Tools & Plants Register- This register shall give details of tools and plants, equipment and machinery etc available at site duly indicating their condition and usage, date-wise.

vii. Cement Register - This register will be maintained to record daily receipt and consumption of the cement duly indicating the balance quantity. The quantum of the work done for the cement issued on a particular date will also be maintained. MTC and reference of Material Passing Register shall also be maintained in this register. **Proforma for the register is attached as Annexure-vi.**

viii. Reinforcing Steel Register - This register will record the details of reinforcements and its location of use in structural members. MTC and reference of Material Passing Register shall also be maintained in this register. **Proforma for the register is attached as Annexure-vii.**

ix. Structural steel Register- This register will record the details of structural steel and its location of use in structural members. MTC and reference of Material Passing Register shall also be maintained in this register. **Proforma for the register is attached as Annexure-viii.**

x. Material Passing & Testing Register – This register will show material brought at site, passed, rejected etc. with quantity, brand, specifications & test results etc in a tabular format. The records of sieve analysis of coarse & fine aggregates, impact or abrasion tests etc, admixture test etc shall also be maintained in this register or Material passing & testing register. The documents related to material passing shall be maintained in a separate folder for ready reference. **Proforma for the register is attached as Annexure-ix.**

xi. Concrete Cube register - All mix design shall have approval of sectional DEN/Sr DEN. The cube register shall maintain records of cube casting and testing for 7 days and 28 days strength. Locations from where samples are taken shall be specifically mentioned. For concrete brought through RMC, samples shall be collected in presence of Engineer's representative and additional records of plant/source, transit mixtures, challan, time of travel, batching record, slump etc shall also be maintained in RMC Register. Source of RMC Plant shall have prior approval of sectional DEN/Sr DEN. **Proforma for the register is attached as Annexure-x.**

xii. Labour Register/Daily Progress Register/Machinery Register- This register will be maintained to show daily strength of labour in different categories employed by the Contractor, machinery mobilized & description of work executed. Details of Contractor's Supervisor and Engineer shall also be maintained in it. It will also record category wise no. of labours engaged on the execution of work. **Proforma for the register is attached as Annexure-xi**

xiii. Programme Register - This register shall contain planning and progress of work in the form of Bar charts and/or PERT chart etc. The planning of work submitted by the contractor shall have approval of sectional DEN/Sr DEN. The planning shall be periodically reviewed and revised program or catchup program shall be submitted by Contractor for completion of works.

xiv. Daily Progress Register - Daily progress register shall indicate daily progress of work done by the Contractor. It shall be got signed at least once in three days from Engineer in token of acceptance. **Proforma for the register is attached as Annexure-xi.**

xv. Ready Mix Concrete Register - Ready mix Concrete Register shall contain information regarding Name of Structure, detail of Transit Mixer, its loading, arrival at Site & Time of discharge completion, Slump, Ambient time

concrete Temperature and reference of delivery Challan No. & batch Report No. Cement content as per approved mix design and as per Received batch report No. Shall also be maintained. **Proforma for the register is attached as Annexure-xii.**

xvi. Log Book of events - All events are required to be chronologically logged in this book, date- wise and shift-wise.

xvii. QAP Compliance register - For all important works valuing more than Rs 15 crore, a "Quality Assurance Manual" covering Quality System, Inspection & Testing, Method statements for important items of works, Document & Data control, Quality Training etc shall be prepared before starting the work. The above manual shall be prepared by Contractor by employing professionals in the field and submitted to Engineer for his approval. The implementation and compliance of check points shall be maintained in QAP compliance register.

xviii. SHE compliance Register- For all important works valuing more than Rs 15 crore, a "**Safety, Health and Environment (SHE) Manual**" covering measures and practices to ensure safety of employees and workers, safety of worksites, Hazard Identification & Risk assessment (HIRA), Safety Training, Occupational health systems for well-being of employees in the workplace, Environment protection, Pollution control and mitigation measures, compliance of related Acts/Laws etc shall be prepared before starting the work. The above manual shall be prepared by Contractor by employing professionals in the field and submitted to Engineer for his approval. The implementation and compliance of important check points shall be maintained in SHE compliance register.

xix. Schedule/Paid/Deviation Qty register - This register shall indicate Quantities in schedule, paid bill-wise, deviation/variation etc in a tabular form in the register to examine progress of work and also timely forecast of likely variations.

(a) Any other registers considered necessary by the Railway Engineer, shall also be maintained at site. Sectional DEN/Sr. DEN shall decide type of registers to be maintained at site at the time of commencement of work and approve them in writing.

(b) Depending upon enormity and importance of project, some of above registers may be merged to reduce handling of large number of registers. (d) While processing bills of contractor, a certificate shall be given by Rly's Supervisor that all prescribed registers have been maintained to the standard and records are Up to Date. All the registers duly completed and signed by Contractor's Engineer and Railway Supervisors should be sent to divisional office at the time of passing of first on account bill as well as with the final bill. The certificate shall also mention that items or materials for which payment are proposed are meeting the specifications and records thereof have been duly maintained and there are no instructions pending for compliance.

(c) The certificate shall be signed by the Contractor in token of his acceptance of Records of Registers. Sectional ADEN shall test check records and then countersign the certificate and submit the same to Sectional DEN/Sr. DEN along with Measurement Books for passing the bills. Sectional DEN/Sr. DEN should periodically visit the sites and may call for these records, for their scrutiny and comments.

(d) Hindrance Register should invariably be sent along with the application for extension of time of completion of the work for the competent authority to take a decision.

(e) All Registers, Proforma charts, etc. will be the property of the Railway.

(f) All registers should indicate on first page, Name of Work, Name of Agency, CA No., Completion period, Date of commencement, Schedule date of completion, Extended date, if any, Contract value, Revised Contract value, Name of Rly's supervisor, Name of Contractor's Supervisor/Engineer, if any. The registers should be preferably machine numbered. Few pages (3-4) should be left in the beginning for the inspection remarks of higher up officers.

(g) Registers as mentioned above will be maintained by the Engineer's Representative and shall be seen & signed regularly by the Contractor or his authorised Representative for compliance of instructions recorded therein for satisfactory completion of work.

(h) One hard bound copy of the contract agreement and supplementary agreements, if any shall always be maintained at site for ready reference.

(i) Copies of Geotechnical reports shall always be maintained at site for ready reference. All level books & survey records shall be duly preserved and maintained.

(j) Once a month, for all works, colour photographs indicating various stages of execution of work shall be taken and developed by the Contractor at his own cost and same will be submitted to Railway in soft and hard copies and shall be the property of Railways.

(k) The Contractor for his own purposes, may also maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer and his representative shall have access to this information all the times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.

Annexure-i

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
(Division)..... Location



SITE ORDER BOOK

Register issued on :
Name of work :
Letter of Acceptance :
Contract Agreement No. :
Value of Work :
Revised Value of Work :
Date of Completion :
Extended date of Completion :
No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
Asst. Divisional Engineer : Contact No.
Sr. Divisional Engineer : Contact No.
Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Site Order Book shall be as under.

Sr. No.	Date	Instruction issued on the inspection of work with Signature & Designation	Contractor/Contractor's representative acknowledgement with Signature Name & Date	Compliance report by contractor's representative with Signature, Name & Date	Final remarks of the Railway Engineer with Signature, Designation & Date

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
(Division)..... Location



HINDRANCE BOOK

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Hindrance Register shall be as under.

Sr. No.	Nature of Hindrance	Date of Occurance	Date of clearance	Period	Over Lapping Period if Any	Weightage of Hindrance	Net Effective days of Hindrance	Remarks & References	Sign. of site engineer with date	Contract or's representative with Signature, Name & Date

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
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DRAWING ISSUE REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Drawing - issue Register shall be as under.

Sr. No.	Drwg. No. & Revision No. if Any	Details of Drwg.	Date of issue to the Contractor	Acknowledgement of Contractor/Remarks	Signature of Railway Engineer

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
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TECHNICAL REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Technical Register shall be as under.

Sr. No.	Date	PARTICULARS (Pertaining to work-site) (SKETCH/DIAGRAMS/NOTE /INSTRUCTION/REF Drawings.... etc.)	APPROVALS/COMMENTS/ REMARKS OF (ENGINEER INCHARGE)	Contractor's Representative with Signature, Name & Date

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल

Central Railway

मंडलरेल (कार्य) कार्यालय

DRM (W)'s Office,

(Division)..... Location



PILING REGISTER

Register issued on :

Name of work :

Letter of Acceptance :

Contract Agreement No. :

Value of Work :

Revised Value of Work :

Date of Completion :

Extended date of Completion :

No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.

Asst. Divisional Engineer : Contact No.

Sr. Divisional Engineer : Contact No.

Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.

Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Piling Register shall be as under.(one page should be assigned for one pile followed by its sketch)

Sr. No.	Pile No.	Date of Boring	Date of Casting	Concrete Grade	Datum level	Depth from Datum	Soketing in Rocks	Level of Pile bottom
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Cut off level	Payable Length	Liner top level	Liner bottom level	Payable length of liner	Sign. of site engineer with date	Contractor's representative with Signature, Name & Date
(10)	(11)	(12)	(13)	(14)	(15)	(16)

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
(Division)..... Location



CEMENT CONSUMPTION REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. On second page following notes to be recorded by SSE/Works.
"Original copy of Receipts/Challan shall be attested By SSE/Works mentioning the Name of Site where it is to be used". Photocopy of the same is to be kept on record.
3. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Cement Consumption Register shall be as under.

Sr. No.	Date of Receipt	Source of receipt	Bill/ Challan No.	Manufactures Test Certificate Reference	Qty. Received (Bags)	Progressive total of Receipts (Bags)	Date of issue	Qty issued (Bags)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Qty Returned at the end of the day (Bags)	Net Qty Issued (Bags)	Progressive Total of issue (Bags)	Balance at the end of the day (Bags)	Items of work for which issued (Bags)	Sign of Rly's Engineer with Date	Sign of contractor's Rep. with Date
(10)	(11)	(12)	(13)	(14)	(15)	(16)

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल

Central Railway

मंडलरेल (कार्य) कार्यालय

DRM (W)'s Office,

(Division)..... Location



REINFORCEMENT REGISTER

Register issued on :

Name of work :

Letter of Acceptance :

Contract Agreement No. :

Value of Work :

Revised Value of Work :

Date of Completion :

Extended date of Completion :

No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.

Asst. Divisional Engineer : Contact No.

Sr. Divisional Engineer : Contact No.

Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.

Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. On second page following notes to be recorded by SSE/Works.
"Original copy of Receipts/Challan shall be attested By SSE/Works mentioning the Name of Site where it is to be used". Photocopy of the same is to be kept on record.
3. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Reinforcement Register shall be as under.

Sr. No.	Date	Location/Member	Description & Diagram of bar including bar indication	Dia. of Bar	Spacing
(1)	(2)	(3)	(4)	(5)	(6)

Numbers Provided	Lap length	Total length	Total weight	Reference of Material Passing Register	Sign of Rly's Engineer with Date	Sign of Contractor's Representative with Date
(7)	(8)	(9)	(10)	(11)	(12)	(13)

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
(Division)..... Location



STRUCTURAL STEEL REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. On second page following notes to be recorded by SSE/Works.
"Original copy of Receipts/Challan shall be attested By SSE/Works mentioning the Name of Site where it is to be used". Photocopy of the same is to be kept on record.
3. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Structural Steel Register shall be as under.

Sr. No.	Date of Receipt	Designation of item	Source of Receipt & Challan No./ Bill No.	Quantity Receipt (MT)	Cum. Qty Received (MT)
(1)	(2)	(3)	(4)	(5)	(6)

Details of MTC	Details of 3rd Party Test Report	Reference of Material passing Register	Item of work in which Consumed	Sign of Rly's Engineer with Date	Sign of Contractor's Representative with Date
(7)	(8)	(9)	(10)	(11)	(12)

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
(Division)..... Location



MATERIAL PASSING REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Material Passing Register shall be as under.

Sr. No.	Type of material & Date of Receipt	Voucher No. & Date	Source of receipt	Quantity Received	Name of Brand/ Manufacturer
(1)	(2)	(3)	(4)	(5)	(6)

Batch No. / Heat No.	MTC with Date, Folio No. of File & Result thereof	Permissible range of value as per normative IS Code	Test Result from 3rd Party Lab	Approval/ Rejection Remarks of ADEN	Sign of Rly's Engineer with Date	Sign of Contractor's Representative with Date
(7)	(8)	(9)	(10)	(11)	(12)	(13)

1. 1st page shall be designated for General Information mentioned asunder.

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Central Railway

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DRM (W)'s Office,

(Division)..... Location



CONCRETE CUBE REGISTER

Register issued on :

Name of work :

Letter of Acceptance :

Contract Agreement No. :

Value of Work :

Revised Value of Work :

Date of Completion :

Extended date of Completion :

No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.

Asst. Divisional Engineer : Contact No.

Sr. Divisional Engineer : Contact No.

Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.

Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Concrete Cube Register shall be as under.

Sr. No.	Date of Casting	Structural Location	Grade of Concrete, Qty & No. of Test required	Cube Identification No.	Weight of Cube	Proposed Date of Testing		7 days Compressive Strength			
						7 Days	28 Days	Load (KN)	Comp. Strength (N/MM ²)	Accepted Comp. strength (N/MM ²) (Clause 15.4 of IS:456)	Avg. of accepted Comp. strength (N/MM ²)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Table to be continued.....

28 days Compressive Strength				Acceptance of Concrete as per Clause 16 of IS:456	Signature	
Load (KN)	Comp. Strength (N/MM ²)	Accepted Comp. strength (N/MM ²) (Clause 15.4 of IS:456)	Avg. of accepted Comp. strength (N/MM ²)		Contractor's Representative	Railway's Representative
(13)	(14)	(15)	(16)	(17)	(18)	(19)

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

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DAILY PROGRESS/LABOUR & MACHINERY REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Daily Progress/Labour/Machinery Register shall be as under.

Date	Description of Work Executed	Labour Engaged		Machinery Mobilized
		Skilled	Unskilled	
(1)	(2)	(3)	(4)	(5)

Contractor Supervisor	Contractor Site Engineer	Approximate quantum of Work executed	Status of Registration of Labours in Shramik Kalyan Portal	Sign of Rly's Engineer with Date	Sign of Contractor's Representative with Date
(6)	(7)	(8)	(9)	(10)	(11)

1. 1st page shall be designated for General Information mentioned asunder.

मध्यरेल
Central Railway

मंडलरेल (कार्य) कार्यालय
DRM (W)'s Office,
(Division)..... Location



RMC REGISTER

Register issued on :
 Name of work :
 Letter of Acceptance :
 Contract Agreement No. :
 Value of Work :
 Revised Value of Work :
 Date of Completion :
 Extended date of Completion :
 No. of Machine Numbered Pages:

Railways Officials

Senior Section Engineer : Contact No.
 Asst. Divisional Engineer : Contact No.
 Sr. Divisional Engineer : Contact No.
 Divisional Engineer : Contact No.

Contractor's Officials:

Contractor's Authorised Representative : Contact No.
 Contractor's Engineer : Contact No.

Signature of SSE/Works

Signature of Contractor's
Authorised Representative/Engineer

2. 3-4 pages shall be kept blank for remarks of higher inspecting officers having format as under.

Sr. No.	Date	Inspecting officers Name & Designation	Remarks	Initials

3. Proforma for the Ready Mix Concrete Register shall be as under.

Sr. No.	Date of Concreting	Location/ Structural/ Member	Estimated Quantity of Concreting	Transit Mixture No. & Qty.	Time of Loading
(1)	(2)	(3)	(4)	(5)	(6)

Time of arrival	Time of discharge Completion	Temperature		Slump		No. of Cubes/ Samples taken	Delivery Challan No. & its File Reference No.
		Ambient	Concrete	Reqd.	Actual		
(7)	(8)	(9)	(10)			(11)	(12)

Batch Report No. & its File Reference No.	Cement Content		Type of Cement and Grade	Sign of Rly's Engineer with Date	Sign of Contractor's Representative with Date
	As per Approved Mix Design	As per Batch Report of RMC			
(13)	(14)	(15)	(16)	(17)	(18)

Deployment of Contractor's Technical staff

1. The Contractor shall place and keep on the works at all the times efficient and adequate 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 & labours in or about the execution of any of these works as are careful and skilled in the various trades.

2. The contractor shall employ at least one qualified and competent Graduate Engineer at every worksite when cost of the work to be executed is Rs.2 Cr. or above and at least one Diploma holder Engineer where cost of the work to be executed is more than Rs.25 lakh but less than Rs.2 Cr. For large works numbers of Graduate/Diploma Engineers shall be suitably increased to ensure effective supervision of worksites. The number of engineers to be deployed by the contractor will be decided by Railway's 'Engineer' and conveyed to the contractor in writing. His decision will be final and binding on the contractor. In this contract, the contractor shall deploy following nos. of Qualified staff:

(a) Graduate Engineers- [----*] nos.

(b) Diploma holders --[----*] nos.

[*Numbers to be mentioned by Railway's Engineer]

3. For non-deployment of Graduate Engineer and Diploma Engineer a penalty of Rs 40,000pm and Rs 25,000pm or part thereof respectively shall be imposed in addition to the action being taken against contractor for non-deployment as per terms & conditions of the contract.

4. The contractor will submit the CV of the Engineers and Supervisors to be deployed at the site to the 'Engineer' who (Sr.DEN/DEN) will approve it based on the qualification, experience, past record etc. of the person, prevailing site conditions and the nature of the work to be executed. A certificate will be issued by the Contractor duly signed by him as well as by site Engineer to the effect that the site Engineer shall be deployed on the specific work only and is not deployed on any other site / project. The Contractor shall at once remove from the works any Engineer/supervisor who shall be objected to by the Engineer-in-charge. Fresh approval has to be taken for the contractor's Engineer/Supervisor in case of any change.

5. The name of the approved Engineer/s shall be reflected in the site registers/records.

6. 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 as per General Conditions of Contract.

SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ (1/4 horizontal to one vertical).
2. Scaffolding or staging more than 3.5 metres above the ground or floor swung or suspended from as overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20mm for each additional meter of length. Uniform steps spacing shall not exceed 300mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public. The contractor shall provide all necessary fencing and light to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
5. Demolition: Before any demolition work is commenced & also during the process of the work:
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
6. All necessary personal safety equipment as considered adequate by the Engineer in charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
 - a. Workers employed on mixing asphalt i.e. materials, cement and live mortar shall be provided with protective goggles.
 - b. Those engaged in white washing and mixing or attaching of cement bags or any materials, which is injurious to the eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with welder's protective eyesight lids.
 - d. Stone breakers shall be provided with protective goggles and protective clothing and sealed at sufficiently safe intervals.
7. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man, for the period of Contract for such periods during which such staff is posted for the purpose. The Railway Administration will be sole judge in the absolute discretion of the fact that it is necessary to post any staff that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Railway Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever

- available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
8. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
 9. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform to the following standards or conditions:
 - (a) (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - (a) (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - (b) Every Crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.
 - (c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block, used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in -charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work; get it verified by the Electrical Engineer concerned.
 10. Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
 11. All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 12. These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor.
 13. To ensure effective endorsement of the Rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in charge of the Department or their representative.
 14. Notwithstanding the above clauses from (1) to (13) there is nothing in these to exempt the contract or the operations of any other act or Rule in force in the Republic of India.
 15. While working in traction area the precaution to be taken as per Para No. 283 & 284 of IRPWM.
 16. **“Safety Rules at worksites in electrified sections” (Ref. : PCE/CSTM's L. no. W.187.R.A.XII Date 25.11.2021.**
 - a) Warn all the staff about the danger of coming in close vicinity of the live traction overhead wires within 2m. Do not carry out any work within a distance of 2m from the live parts of the overhead traction wires unless the traction wires are made dead and earthed and 'permit to work' is obtained from TRD.
 - b) The risk of direct contact with the live OHE is ever present while working in electrified sections for various type of works such as painting of steel work of through spans of FOBs/ROBs, platform covered sheds, replacement of sheets on COP etc. Therefore, no work shall be done within a distance of 2 m from the live OHE without 'permit to work'. It is also to ensured that no tool or any part of the body of the worker comes within the danger zone.

- c) While working on service building and structures in the proximity of OHE, do exercise special care to ensure that tools, measuring tapes, materials, welding cables etc. are not placed in a position where they are likely to fall or may come in contact with OHE.
- d) No crane shall work adjacent to OHE unless OHE is made dead and earthed and authorized OHE staff is present.
- e) Do take care when carrying or handling long pipes, poles, ladders, overhanging on shoulders which may inadvertently come in contact with or within 2m of live OHE.
- f) Do not use steel measuring tapes, metal tapes, tapes with woven metal reinforcement, metallic leveling staff and long metallic wire rods on the electrified track.
- g) Do not use any kind of tools or metal articles such as paint pots, oil case, metal bars, etc., which can be either lifted or be dropped or be carried by the wind on to the live OHE.
- h) Do not hang/keep loose the welding cable while FOB/ROB/COP works are under progress.
- i) Ensure availability of TRD, S&T staff at site for removing and replacing the traction bonds and jumper/bonding connection wherever required (e.g. on FOB columns). Cancel the block to resume the normal traffic only after ensuring that traction bonds/ cable jumpers have been reconnected by TRD, S&T staff.
- j) Do not touch fallen or hanging traction wires.
- k) Avoid contact with the rails when an electrically hauled train is within 250m.
- l) Provide continuous protective screens/ parapet walls on all FOBs/ ROBs and also ensure commissioning of FOBs only after completion of the work with all statutory provisions like screens, electrical earthing of FOBs steel work etc. Until then, the entry for FOB under construction shall be physically blocked for the use of public.
- m) While carrying excavation works adjacent tracks and cable routes in an electrified area, take adequate precautions for the safety of staff and to avoid damage to underground cables and rail bonds.
- n) Do ensure that while excavating or digging near a mast foundation, the foundation is not exposed. All such works to be done under intimation to TRD staff.
- o) ADEN who is executing the contract, needs to counsel contract's Engineers, Supervisors and shall issue Competency certificate for working near OHE live wire in the Performa attached as Annexure -A(i).
- p) SSE/Works who is executing the contract, shall open an assurance register to maintain the records of counselling the contractual labors by the contractor's Engineer and SSE/Works shall countersign it. The Contractor's Engineer shall issue Competency certificate in the Performa attached as Annexure- A(ii) to such counselled labors.
- q) Any contractual personal not having the Competency certificate issued by ADEN and Contractor's Engineer as mentioned at Sr. No. o & p above shall not be permitted to work near OHE live wires. Above mentioned safety precautions (Sr. no. a-n) have been finalized in consultation with CEDE/CSMT.

Annexure- A(i)

Certified that Shri..... Engineer/Supervisor of M/s..... has been counselled and examined in safety measures to be followed while working in the vicinity of OHE wires. His knowledge has been found satisfactory to work in the vicinity of OHE territory.

Signature
(Name of ADEN)
ADEN

Annexure- A(ii)

Certified that Shri welder/helper engaged by M/s..... has been counseled and examined in safety measures to be followed while working in the vicinity of OHE wires. His knowledge has been found satisfactory to work in the vicinity of OHE territory. Its record has been maintained in the assurance register.

Signature
(Name of Contractor's Engineer)
Contractor's Engineer

PRICE VARIATION CLAUSE

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) :

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

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:

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

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
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

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:

$$\begin{aligned} \text{(i)} \quad L &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100} \\ \text{(ii)} \quad M &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100} \\ \text{(iii)} \quad F &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100} \\ \text{(iv)} \quad E &= \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100} \\ \text{(v)} \quad PM &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100} \end{aligned}$$

$$\text{(vi)} \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$\text{(vii)} \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

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

Where,

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

N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _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	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date

of opening of tender.

Z_T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z_O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I_T	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
I_O	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender.

(III) SIGNALING & TELECOMMUNICATION WORKS:

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

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

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

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

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

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

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

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

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

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;

CEQP_o = 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;

ELEX_o = 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

P30C_o = 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:

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***0%	***0%	—	***0%	***0%	—
Communication Equipment (PCEQP)	—	—	—	***0%	***0%	—
Optical Fibre Cable (POFC)	***0%	—	—	***0%	—	—
30C x 1.5 sq mm signalling cable(S30C)	***0%	—	—	***0%	—	—
24C x 1.5 sq mm signalling cable (S24C)	***0%	—	—	***0%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	***0%	—	—	***0%	—	—
12C x 1.5 sq mm signalling cable (S12C)	***0%	—	—	***0%	—	—
9C x 1.5 sq mm signalling cable (S9C)	***0%	—	—	***0%	—	—
6C x 1.5 sq mm signalling cable (S6C)	***0%	—	—	***0%	—	—
4C x 1.5 sq mm signalling cable (S4C)	***0%	—	—	***0%	—	—
2C x 1.5 sq mm signalling cable (S2C)	***0%	—	—	***0%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***0%	—	—	***0%	—	—
2C x 2.5 sq mm signalling cable (S2C2.5)	***0%	—	—	***0%	—	—
2C x 25 sq mm signalling cable (S2C25)	***0%	—	—	***0%	—	—
0.9 mm dia, 6Quad cable (QC)	***0%	—	—	***0%	—	—
Labour (PLB)	***0%	—	***0%	***0%	***0%	***0%
Other materials	***0%	***0%	***0%	***0%	***0%	***0%
Total	100%	100%	100%	100%	100%	100%

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

FORMULAE FOR SIGNALING & TELECOM CABLE

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

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - Cu_o) + CCFcu(CC - CC_o) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + CuF (Cu - Cu_o) + AlFcu(Al - Al_o) + CCFcu (CC - Cco) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AIF (Al - A_o) + CCFAl(CC - CCo) + FeF (Fe - Fe_o)$$

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

AIF = Variation factor for Aluminium

A_o = 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 , A_o as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/-- one month prior to the deadline for submission of bids.)

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

C_c = 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.

$$P_{30C_i} = P_{30C_o} + 0.391(Cu - Cu_o) + 0.557(CC - CCo) + 0.425(Fe - Fe_o)$$

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

$$P_{24C_i} = P_{24C_o} + 0.313(Cu - Cu_o) + 0.481(CC - CCo) + 0.398(Fe - Fe_o)$$

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

$$P_{19C_i} = P_{19C_o} + 0.248(Cu - Cu_o) + 0.395(CC - CCo) + 0.343(Fe - Fe_o)$$

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

$$P_{12C_i} = P_{12C_o} + 0.157(Cu - Cu_o) + 0.277(CC - CCu) + 0.289(Fe - Fe_o)$$

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

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

$$P_{9C_i} = P_{9C_o} + 0.117(Cu - Cu_o) + 0.241(CC - CCu) + 0.383(Fe - Fe_o)$$

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

- (vi) Size 6Cx 1.5 sq.mm

$$P_{6C_i} = P_{6C_o} + 0.078(Cu - Cu_o) + 0.199(CC - CCu) + 0.329(Fe - Fe_o)$$

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

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - C_{Co}) + 0.277(Fe - Fe_o)$$

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

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

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - C_{Co}) + 0.3(Fe - Fe_o)$$

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

(ix) Size 12C x 2.5 sq.mm

$$P12C2.5_i = P12C2.5_o + 0.282(Cu - C_{uo}) + 0.371(CC - C_{Co}) + 0.342(Fe - Fe_o)$$

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

$$P2C2.5_i = P2C2.5_o + 0.047(Cu - C_{uo}) + 0.139(CC - C_{Co}) + 0.277(Fe - Fe_o)$$

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

$$P2C25_i = P2C25_o + 0.146(Al - A_{lo}) + 0.303(CC - C_{Co}) + 0.306(Fe - Fe_o)$$

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, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (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.

CENTRAL RAILWAY

PROFORMA - I

ENGINEERING DEPARTMENT

STRUCTURE OF ORGANIZATION

1	Name of the Company Address Telephone No. Telex No./Mobile No./ Fax No. PAN No. TIN No.	
2	Description of the major field of activities of the company	
3	Number of years of experience in the field of execution of works of similar Nature	
4	Name and address of partners of associated companies, if any proposed to be involved in the project.	
5	Name and address of the collaborators / consultants, if any, who will be involved in the project	
6	Name and address of Bankers	
7	Attach an organisation Chart showing the structure of the company including names and position of Directors and key personnel	

ORGANISATION**1. ENGINEERING ORGANIZATION OF THE COMPANY**

Description	Category	No. of personnel	Name	Qualification
a) On permanent roll				
b) Temporary				
c) Likely to be made available on works				

2. Reputed Consultants, if any with their acceptance to provide service:**DETAILS OF PLANTS & MACHINERY OWNED BY TENDERER**

Sr. No	Particulars of equipments	No./ Unit	Kind / Make	Capacity	Age and Condition	Details of work where machinery is in use at present	Details of machinery is hypothecated to any bank or institution	Ramarks

DETAILS OF PLANTS & MACHINERY PROPOSED TO BE HIRED FOR WORK

Sr. No	Particulars of equipments	No. /Unit	Kind / Make	Capacity	R e m a r k s

Note: Supporting documents should be attached.

FINANCIAL STATUS

- 1 Name of the Organization
- 2 Address
Telephone No.
Mobile No.
Telex No.
Fax No.
GRAMS
- 3 Form of Business
Proprietary
Partnership Company
- 4 Whether the business partnership is registered
- 5 Whether registered with CPWD, PWD,
RAILWAYS, MES and other GOVT, ¼
PUBLIC Sector undertakings (provide latest
copies of registration, validity)
- 6 Date and commencement of Business
- 7 Authorized and paid up capital (a copy of the
articles
of association to be enclosed)
- 8 Financial Position
- 8.1 Cash
- 8.2 Current Assets
- 8.3 Council Liabilities
- 8.4 Working Capital
- 8.5 Net Worth
- 9 Total Turnover (in lakhs)
Enclose audited balance sheet for each year
for current
financial year and last three financial year
(Financial year
is APRIL-MARCH)
- 10 Financial Arrangements
- 10.1 Own resources
- 10.2 Bank Credit (enclosed supporting letter from
Bank)
- 10.3 Other (specify)
- 11 Banker's solvency certificate together with
their address
- 12 Approximate value of works on hand
- 13 Value of anticipated orders for next financial
year

EXPERIENCE AND QUALIFICATION

Performance for relevant works completed by the Tenderers from different organizations

Sr. No.	Name of the Govt. Deptt/ Client with address	Description of work	Total value of work	Date of Award of work	Stipulated completion date	Date of Actual completion	Remarks

Performance for relevant works in progress by the Tenderers from different organization

Sr. No.	Name of the Govt. Deptt/Client with address	Description of work	Total value of work	Date of Award of work	Stipulated completion date	%age progress on date	Remarks

CENTRAL RAILWAY PROFORMA – VI ENGINEERING DEPARTMENT
BANK GUARANTEE / PERFORMANCE GUARANTEE FORMAT

The President of India,
Acting through,
Sr. DFM/Central Railway,
Nagpur

In consideration of the President of India (here-in-after-called *the Government*) having agreed to exempt --
----- (here-in-after called *the said contractor(s)*) from the demand, under the terms and
conditions of an Agreement dated ----- made between ----- and DRM (W) Nagpur for -----

------(here-in-after called *the said agreement*) of Performance Guarantee for the due fulfillment by
the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee/
Performance Guarantee for Rs.------(Rupees) in words -----

-----, we, -----(hereinafter referred to as the bank at the
request of ----- (Contractor(s) do hereby undertake to pay to the Government an
amount not exceeding Rs.----- against any loss or damage caused to or suffered or would be caused
to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions
contained in the said agreement.

2 We, ----- do hereby undertake to pay the amounts due and payable under this
guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by
way of loss or damaged caused to nor would be caused to or suffered by the Government by reason of breach by the
said Contractor's Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such
demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this
guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----

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

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and
the contractor(s) suppliers(s) shall have no claim against us for making such payment.

4. We, ----- further agree that the guarantee herein contained shall remain full force and affect
during the period that would be taken for the performance of the said Agreement and that it shall continue to be
enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its
claims satisfied or discharged or till ----- Nagpur office/department. Ministry of Railways certified that the
terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and
accordingly discharges the guarantee Unless a demand of claim under this guarantee is made on us in writing on or
before the ----- we shall be discharged from all liability under this guarantee thereafter.

5. We, ----- further agree with the Government that the Government shall have the fullest
liberty without our consent and without affecting in any manner what so ever it may be our obligations hereunder to
vary any of the terms and conditions of the said Agreement or to extend time of performance by the said
contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the
Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said
agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted
to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any Government or
any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under
the law relating to sureties would, but for this provision, have not of effect of so relieving us.

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

7. We, -----lastly undertake not to revoke this guarantee during its currency except with
the previous consent of the Government in writing.

Dated the -----day of

For-----
(Indicate the name of Bank)

Place:

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

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

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

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

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

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

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

SEAL AND SIGNATURE

OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

FINAL SUPPLEMENTARY AGREEMENT

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.

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'.

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.

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 Rs. _____ including the final bill bearing voucher No. _____ dated _____ of value _____ (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 further sum of Rs. _____ through the final bill bearing voucher No. _____ dated _____ (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 including /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.

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
Witnesses

for and on behalf of the President of India

ADDRESS: _____

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.

MANDATE FORM FOR EFT/NEFT

1. PARTICULARS OF THE PARTY.

I. NAME-----

II. ADDRESS;-----

III. PHONE No.-----MOBILE-----FAX NO-----

IV. INCOME TAX PAN NO-----EMAIL ID-----

2. PARTICULARS OF BANK ACCOUNT

I. CITY-----

II. BANK NAME -----

III. BRANCH -----

IV. BANK ADDRESS -----

V. BANK TELEPHONE NO. -----FAX NO. -----

VI. BANK MICR CODE (9 DIGIT)-----

VII. BANK IFS CODE: -----

VIII. BANK ACCOUNT NO.-----
(Please enclosed a cancelled blank cheque)

IX. ACCOUNT TYPE : (SAVING/CURRENT/CASH CREDIT)-----

3. Certified that the particulars furnished with reference to Bank Account are correct and the bank, guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations

Bank's seal &signature of the authorized official of the Bank

4. DECLARATION BY THE PARTY

I) I hereby declare that the particulars given in this mandate form 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. FA & CAO/Central Railway, Mumbai will not be held responsible.

Date:

Signature of the party with stamp

ANNEXURE – VI

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY

For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. (Ref: Advance correction Slip No. 11 IRS GCC-April-2022.)

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 tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to the tenderers but yet not started upto the date of inviting of tender.

Note:

- (a) The Tenderer(s) shall furnish the details of -
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

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

President of India,
 Acting through,
 Railway,

Beneficiary: Railway

Date:.....

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

In consideration of the President of India acting through----- (*Designation & address of Contract Signing Authority*),Railway,, (hereinafter called "The Railway") having invited the bid for through Notice inviting tender (NIT) No.,, We have been informed that

[*Insert name of the Bidder*]..... (*hereinafter called "the Bidder"*) intends to submit its bid (*hereinafter called "the Bid"*) .

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....[*insert date of issue*]till[*insert date, which should be minimum 90 days beyond the expiry of validity of Bid*]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

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

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

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

ANNEXURE-XVII
Reference Para 16. (4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

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

Date:.....

Surety Bond No:

Amount of Bond:.....

Issue Date:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through(Designation & address of contract signing authority),.....Railway,..... (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No

AND

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

SB No:

Date:..... ..

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

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

Notwithstanding anything to the contrary contained in these presents,

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

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

Dated: the day of 2024

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

Place.....

Bank's Seal and authorized signature(s)

[*Name in Block letters*].....

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

[*P/Attorney*] No.

Witness

1.

2.

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

ANNEXURE-IX

On Non-judicial stamp of Rs.100/-

MEMORANDUM OF UNDERSTANDING

FOR JOINT VENTURE AGREEMENT

1. This Memorandum of understanding executed this _____ day of _____ 2018 between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART**

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART**

AND

2. M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **SECOND PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____, having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **SECOND PART**

AND

3. This Memorandum of understanding executed this _____ day of _____ 200__ between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**

OR\

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____, having its registered office _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**.

4. This Memorandum of Understanding executed this _____ day of _____ 200__ between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____, having its registered office _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**

5. This Memorandum of Understanding executed this _____ day of _____ 200__ between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIFTH PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____, having its registered office _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall repugnant to the context thereof includes its successors) of the **FIFTH PART**.

Whereas, Central Railway, Nagpur hereinafter referred to as Owner/Customer has invited Tender Nos. _____ hereinafter referred to as the Central Railway, Nagpur, Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the second part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the third part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the fourth part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the fifth part, M/s. _____ details to be supplied of the expertise in their field.

AND whereas parties to this MOU, have agreed to co-operative with each other to associate jointly and to form a Joint Venture Firm to participate in the Central Railway, Nagpur, Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1. **The purpose of MOU-**

M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in the Central Railway, Nagpur, Tender and in the event, the contract is awarded, to jointly execute the contract. The board interfaces and scope of work of each party is set forth below:-

2. The name of the Jt. Venture firm shall be _____

3. The parties, hereto, represent that:

- a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
- b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the Central Railway, Nagpur, Tender.

That each of the parties of the JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s. _____ %

M/s. _____ %

M/s. _____ %

M/s. _____ %

M/s. _____ %

Lead Member:

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

- a) That after submission of the tender, the MOU shall not be modified/alterd/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V. Firm.
- b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. **JOINT & SEVERAL LIABILITY**

In respect of the Central Railway, Nagpur, Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the Central Railway, Nagpur, Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the said work for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the said work in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Indian Railways in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri _____ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to 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 Central Railway, Nagpur, Tender/Contract. All notices/correspondence with respect to the contracts would be sent only to this authorized member of the JV Firm.

7. Notwithstanding anything contained herein, in respect of the Central Railway, Nagpur, Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect of the Central Railway, Nagpur, Tender neither Party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the Party/ies, is or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the Central Railway, Nagpur, Tender.

9. **Responsibility**

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to its Scope of Work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

10. **Assignability**

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Railway.

11. **Use of Machinery, Instruments, Labour Force etc.**

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for the purpose of execution of the contract without any hindrances and obstacle.

12. **Duration of MOU**

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

13. **Applicable Law**

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at NAGPUR.

14. **Settlement of Disputes**

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/and amendments thereof.

15. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below :-

M/s -----

M/s -----

All correspondence and notices to the Joint Venture shall be addressed to the Lead Member, i.e. M/s. _____/Shri _____ at the address stated herein below:-

M/s -----

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

16. Each part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

17. The parties to this MOU declare and certify that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on or before the date of opening of bids either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorized representatives on the date and year mentioned herein above.

Signature:

Shri _____ of

M/s. _____

Signature:

Shri _____ of

M/s. _____

Signature:

Shri _____ of

M/s. _____

Signature:

Shri _____ of

M/s. _____

Signature:

Shri _____ of

M/s. _____

Witnesses:

1) Name:

2) Name:

Address:

Address:

NATURE AND SCOPE OF WORK

Name of work: Nagpur - Proposal for cleaning of vegetations, water tank, sewer line etc. of Guard line colony and service building for 2 years under ADEN(HQ)Nagpur.

Scope of work involves,

1. Nagpur - Proposal for cleaning of vegetations, water tank, sewer line etc. of Guard line colony and service building for 2 years under ADEN(HQ)Nagpur.

2) Any work related to main work.

Special Conditions for Civil Work

Name of work- NGP-Proposal for cleaning of vegetations, water tank, sewer line etc. of Guard line colony and service building for 2 years under ADEN HQ NGP.

1. PCE's letter No. W.460.WQ.VI dated 22.12.2017 and Dy.CE(W)CSMT's letter No. W.187.R.A./XII/Circular dated 04.02.2021 for ensuring quality of works and maintaining site records in contracts shall be followed.
2. PCE Circular-208 vide letter No.W.187.R.A./XII/Circular dated 08.04.2021 regarding guiding limits of maximum cement content in concrete Mix Design for Railway structures shall be followed during execution.
3. Steel and Cement shall be used as per special conditions issued vide Dy.CE(W) CSMT's letter No. W.187.R.A.1/Special condition dated 14.01.2020
- A) **Cement:** The contractor shall procure the cement of the specified grade, confirming relevant IS Codes, manufactures in major cement plant, such as Ultratech, ACC, GRASIM, Ambuja, JK, Birla etc.
- B) **Steel:** The contractor shall procure the reinforcement steel (TMT Bars) and structural steel, as per IS-1786 and IS-2062 respectively, produced by Indigenous and Primary producers of steel having integrated steel plants, such as SAIL, TISCO, RINL, JISCO, JINDAL, ESSAR or RDSO approved manufactures of TMT bars, whose registration is valid during procurement."
4. WKS-G-1 guidelines on Repairs and Maintenance old structures on Indian Railways shall be followed.
5. Approval of Drawings for Alteration/Addition and Construction of Buildings- Para 741 of Engineering Code and GCC July 2022 Para 19 (4) to 22 (5)- All existing work in progress, drawings should be approved by respective Sr. DENs/DENs. No alteration/addition and construction of any structure should be taken up without approval of Sr.DENs/DENs. *Measurements recorded in the MB are tallying with approved design/drawing by competent authority.
6. Contractor will provide architectural drawings with elevations etc. complete, structural design details/drawings, design calculations, GAD (i.e. foundation, beams, lintel, column, roof etc. based on railway approved GAD and will get it approved from railway. Contractor will also submit 3 copies with soft copy (2 nos.CD/pen drive) to railway for the same.
7. Design shall be followed for respective zones and should be resistant from various disasters occur in respective zones. Design shall be proof checked by IIT / NIT/ Govt engineering college which will be further got approved from railway before actual commencement of work.
8. Contractor has to submit completion plan in 75 Micron double mate GARWARE or similar tracing film for each drawing indicating all minor, major detail based on actual execution and signed by site supervisor (SE/SSE Works) and AEN (Works) before submission of final bill. In addition to Completion plan the contractor shall also submit the drawings stored on CDROM/ pen drive) failing this a recovery at a rate of 20000/- (Rs. Twenty thousand only) shall be made.
9. These rates quoted by contractors in this tender shall be inclusive of preparation and submission of architectural drawings, structural design etc. and completion plan, nothing extra shall be paid on this account. (FOOT NOTE - Required in case where standard/approved design, drawing is not available or as directed by engineer in charge.)
10. Supply and fix roofing sheet- The contractor shall provide & ensure that sheets are securely fixed with proper hot-dip galvanized J-bolts with nuts, washers, and sealing washers, maintaining alignment, overlap, and watertightness as per specifications; rate inclusive of all materials and labour, and no separate payment for fasteners; any defects/leakages to be rectified by the contractor at own cost and use of tap screw is prohibited.


Dy.CE(W)NGP

GENERAL CONDITION OF CONTRACT

1. The basic cost and the advertised tender value has been shown. Tenderer(s)/Contractor(s) have to quote percentage rate above/below/at par on the advertised tender value for each schedule separately unless otherwise mentioned.
2. Tenderers are not required to quote item wise rates. In case any Contractor/Tenderer quotes unified percentage for each schedule and item wise rates against individual items also, no cognizance would be taken for the item wise rates quoted.
3. Tenderers are requested to quote the rates inclusive of all applicable taxes and duties whatsoever leviable by Government (state or central) or any statutory body.
4. Tenderer conditions regarding extra payment on above account will not be considered and rates quoted by the tenderer will be taken as rates inclusive of all taxes and duties as leviable by Government (state or central) or anybody.
5. As per the conditions of the contract the offer is required to be kept open for 60 days (in case of two packet system of tendering 90 days) from the date of opening of the tenders. The offer of the rebate if any, quoted by the tenderer shall be considered for 60 days (in case of two packet system of tendering 90 days). Any shorter period of validity of rebate quoted by the tenderer will be ignored and rebate will be considered valid for 60 days (in case of two packet system of tendering 90 days) or as extended further. Rate will be considered as per rebate only.
6. Design/drawing of RCC retaining wall shall be submitted by contractor duly proof-checked by Railway approved organization/institution such as RDSO/RITES/IIT Mumbai/VJTI Mumbai/GOE Pune/VNIT Nagpur etc. for the approval of Railway for execution.
7. (i) Cement-The contractor shall procure the cement of the specified grade, confirming to relevant IS codes, manufactures in major cement plant, such as Ultrateck, ACC, Grasim, Ambuja, JK, Birla etc.
(ii) Steel- The contractor shall procure the reinforcement steel (TMT Bars) and structural steel, as per IS-1786 and IS-2062 respectively, produced by Indigenous and Primary producers of steel having integrated steel plants: such as SAIL, TISCO, RINL, JISCO, JINDAL, ESSAR or RDSO approved manufacturers of TMT bars, whose registration is valid during the procurement.
(iii) Sand- As per specification given in IRUSS.
(iv) Bathroom fittings/accessories shall be of JAGUAR, KOHLER, PARKO, MARK, Galaxy, Ess-Ess or similar brand confirming to IS 8938 approved by Engineer.
(v) Paint/Distemper/Exterior- This shall be of Asian Paint, Berger, Nerolac, Dulux or similar brand approved by Engineer.
(vi) Double rubber coated paver blocks shall be used whenever required as approved by Engineer.
(vii) Powder Coating-Powder coating aluminium components for Window/Doors/Paneling or Ventilators shall be of Hindalco, Jindal or similar brand approved by Engineer equivalent quality confirming to IS: 733 and IS:1285 powder coated to required shade according to IS:1868(minimum anodic coating of gradeAC-15)Locking arrangement shall be provided where ever required.
(viii) Sanitary ware shall be of Hindware, Perry ware/Cera/Kohler make or similar brand approved by Engineer and as specified in IRUSS.
(ix) Wall putty shall be used for distemper of JK, Birla or similar Brand as approved by engineer and as specified in IRUSS.
(x) Wire guage shall be of stainless steel and specification as mentioned in schedule.
(xi) Tiles shall be of Kajaria, Jhonson, RAK, SIMPLO, NITCO (Nano) or similar brand approved by Engineer and as specified in IRUSS.
(xii) G.I. pipes shall be of Tata, Surya, Jindal or similar brand as per specification given in schedule in IRUSS.
(xiii) Down take rain water pipes shall be of Jain, Finolex, supreme, Prince or similar brand approved by Engineer super PVC solvent cement for jointing with sturdy clamps for fixing.
(xiv) Glass for windows shall be of MODI, Saint Gobain or similar brand approved by Engineer.
(xv) PVC storage tank shall be of sintex or similar brand as approved by Engineer.
(xvi) Bricks should be as specified in IRUSS.

8. Workmanship-During execution of the work all released material/debris should be immediately removed from the site and it should be transported & dumped away from the colony at the places which will not affect the environment. In case any debris is noticed at site after completion of the work a penalty of Rs.10000/- will be imposed in addition to the cleaning of debris.
9. (i) It should be specifically noted that some of the detailed drawing may not have finalized by the Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.
 (ii) No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work(s) arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and site lay out plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.
 (iii) No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.
10. Tenderers are advised to inspect the site conditions before submitting the tender.
11. Tenderers should submit his credentials alongwith Tender form, failing which his offer may not be considered.
12. Tenderers should apprise himself with the General Condition of Contract April 2022 as amended/corrected upto latest correction slip.
13. In case of any dispute arising out of the punctuation and or any typographical error in the schedule, the same will be corrected with reference to USSOR-2011/SOR-2002 (P. way)/CR-HQ-IRUSSOR-2019/NS of Central Railway in original manuscript available with CE CSTM/DRM(W)NGP.
14. Contractor will arrange his own tools, plants, machineries, labour, supervisors, and engineers etc to do the work. The Railway will supply no tools and plant.
15. The general and relevant notes applicable to the respective chapter/sub-chapter of Standard Schedule of Rates will apply to the schedule items and should be considered as having been incorporated in the contract agreement and binding to the contractor.
16. Tenderer shall not quote any special condition. In case special conditions are quoted by the tenderer and the same is not accepted by the Railways and if the offer refused by the tenderer with Railway stipulations on special conditions quoted by the tenderer (s), the Earnest Money deposited by the tenderer shall be forfeited.
17. Tenderers shall submit all the required documents as mentioned in clause no.14 to 18 of ***Part-I Regulation for Tenders and Contract of General Condition of Contract-2022*** and as amended/corrected upto latest correction slip. **Note: Please refer GCC 2022 for Documentation purpose.**

-END OF DOCUMENT-