

TOP SHEET

TENDER DOCUMENT

(NON-TRANSFERABLE)

Name of Work:	Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"
---------------	---

Type of e-Tender	:	Open e-Tender (Works Contract Tender, Single Packet)
Cost of e-Tender Document	:	Nil
Estimated Cost of Work	:	₹ 5,00,000.00/- (All inclusive)
Bid Security	:	₹ 10,000/-
Completion Period / Contract Period	:	Six (06) months
Time and Date for Closure for Submission of e-Tender	:	15:00 Hrs. on 13.07.2026
Validity of Offer from Date of e-Tender Closing	:	60 Days

Tender Inviting Authority

**Divisional Railway Manager (Mechanical),
Western Railway, Rajkot-360001**

WESTERN RAILWAY
RAJKOT DIVISION
(Mechanical Branch)

FORWARDING LETTER

M/s. _____

1. The interested bidders should write their name and address in the space above and submit cost of tender documents in acceptable form as mentioned in the tender documents along with the offer.
2. The tender can be viewed at website **<http://www.ireps.gov.in>**. The tenderers/bidders must have Class-III Digital Signature Certificate & must be registered on IREPS portal. Only registered tenderers/bidders can participate on e-Tendering. All relevant papers must be uploaded at the time of participating in e-Tendering.
3. In respect to e-tendering, payment of Tender Document Cost should be made through net banking or payment gateway only as provided in www.ireps.gov.in website.
4. The Railway before the due date & time of closure of submission of tender documents on its own or in response to any clarification requested or suggested by any person including that of the tenderer, may modify the tender document at its sole discretion. It will be the responsibility of the tenderers to submit the offer as per updated tender document.
5. All tenderers shall please also note that if any change/addition/deletion with *mala fide* intention is made by the bidder and the same is detected at any stage even after award of the tender. All necessary actions including banning of business may be taken against the bidder.
6. Manual offers are not allowed against this tender and any such manual offer received shall be not accepted for evaluation.
7. Tender document comprises various parts and contains pages as under:

Sr. No.	Description	Page No.
1	Top Sheet	1
2	Forwarding Letter	2-3
3	e-Tender Notice	4
4	Summary of Information pertaining to Tenderer(s)	5
5	Check List & Other Details	6
6	General Information & Instructions for Tenderer(s)	7-8
7	Part I: Instructions to Tenderers	9-14
8	Tender Form - Annexure-A	15-22
9	Part-II – Standard General Conditions of Contract (SGCC)	23-58
10	Special Conditions of Contract with Payment-Penalty Clause	59-65
11	Scope of Work & other Special conditions	66-73
13	Format of Contract Agreement of Works – Annexure-B	74
14	Tenderer's Credentials (Bid Capacity) – Annexure-C	75
15	Bid Security – Annexure-D	76-77
16	Turnover Format – Annexure-E	78
17	Certificate of Fitness - Annexure-F	79
18	Police Verification Format – Annexure-G	80
19	Schedule of Deviation – Annexure-H	81
20	Certificate of Employment / Partnership, etc. of Retired Railway Employees – Annexure-I	82-83
21	Site Inspection – Annexure-J	84
22	Schedule of Approximate Quantities and Rates - Annexure-K	85

8. All the above parts taken together shall constitute the complete tender document hereinafter referred to as "Tender Document" and have to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

Enclosure: - The tender document contains **85** pages, including the cover page.

e-Tender Notice

1. Divisional Railway Manager (Mechanical), Rajkot for and on behalf of the President of India, invites open e-tender in prescribed form, from experienced and reputed contractors for the following work:

Name of Work	:	Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"
Type of e-Tender	:	Open e-Tender (Works Contract Tender, Single Packet)
Cost of e-Tender Document	:	Nil
Estimated Cost of Work	:	₹ 5,00,000.00/- (All inclusive)
Bid Security	:	₹ 10,000/-
Completion Period / Contract Period	:	Six (06) months
Time and Date for Closure for Submission of e-Tender	:	15:00 Hrs. on 13.07.2026
Validity of Offer from Date of e-Tender Closing	:	60 Days

2. Tender will be opened suitably on the same day after tender submission closing time. However, due to Bandh or Holiday or any unforeseen reason, etc. if the tender is not opened on the same day; then, the tender will be opened on the next working day.
3. The e-tender notice & e-tender documents will be available on official web site <http://www.ireps.gov.in>. The same can be used as tender document for submitting the tender/offer.
4. Tender forms are non-transferable and offers duly filled & signed should be submitted in the prescribed tender form only through website www.ireps.gov.in not later than at the scheduled time & date of the tender closing.
5. All clauses of General Conditions of Contract (GCC) for Works (Revised edition- April 2022) as amended up to the latest correction slips (issued from time to time) as on the date of issue of this tender notice along with special terms & conditions mentioned in this tender document shall be applicable for this contract & also for evaluation of offers of this tender. Copy of General Conditions of Contract for Works (including correction slips/amendments/updates) is available in the public domain & bidders are advised to download & peruse the same before submitting his/her/their offer.
6. Tenderer(s) may satisfy themselves before submission of his/her/their offer(s) regarding his/her/their financial status, previous experience and ability to execute work including by seeing the actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
7. Conditional tenders are liable to be rejected. Railway reserves the right to cancel the tender without assigning any reason whatsoever.
8. Offers with validity of offer less than what is prescribed in the tender documents will be rejected summarily.
9. Non-compliance with any of the conditions set forth herein in the tender document is liable to result in the tender being rejected.
10. Any other information required by the tenderer can be obtained from the office of the Divisional Railway Manager (Mechanical), Rajkot during working hours.
11. Railway reserves the right to cancel the tender without assigning any reasons thereof.

Summary of Information Pertaining to Tenderer(s)
(To be filled by tenderer)

Contact Details

Name of Contractor / Firm	
Contact Person with Designation (in Case of Firms)	
Complete Correspondence Address with PIN	
Phone Number with STD Code	
Mobile No.	
e - mail ID	
PAN Card No.	

EMD/Bid Security Details

Details of e-payment	Name & Place of Bank	Amount (₹)	Valid up to

Details of Power of Attorney, if applicable

--

Partnership Deed, if applicable

Partnership Deed Details	Name of Notary	Valid up to	Original submitted or not.

MOA, AOA & Board Resolutions, if applicable

--

Joint Venture, if applicable

Joint Venture Details	Valid up to	Original submitted or not.

The contractor may use additional page to furnish details if the space provided in this form is inadequate. Necessary documents in support of the information about the experience will have to be enclosed.

Check List & Other Details (To be fulfilled by Tenderer)

Sr. No.	Item	(√) Yes/No (with Remark, if any)
1.	Name of the firm:	
2.	Type of firm: Proprietor / Pvt. Ltd. / PSU / Partnership / Govt. Dept. / Others (specify)	
3.	EMD/Bid Security	Yes/No
4.	Summary of Information pertaining to Tenderer	Yes/No
5.	Tender Form – Annexure-A	Yes/No
6.	Bid Security – Annexure-D (if applicable)	Yes/No
7.	Schedule of Deviation - Annexure-H	Yes/No
8.	Certificate of Employment / Partnership, etc. of Retired Railway Employees – Annexure-I	Yes/No
9.	Site Inspection – Annexure-J	Yes/No
10.	Compliance of all relevant conditions & submission of necessary documents (as applicable), as per details mentioned in clause no. 10, 11, 14, 15, 16 and 18 of Annexure-A (Second Sheet) of the Tender document.	Yes/No
11.	Attested copies of the constitution of their concern [(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.]	Yes/No
12.	Copy of PAN Card	Yes/No
13.	Partnership Deed, Power of Attorney, if applicable	Yes/No
14.	Copy of MOA, AOA, Board Resolution, if applicable	Yes/No
15.	Previous Experience, if any	Yes/No

Note: Tenderer(s) shall ensure that all the documents submitted by them are either original or duly attested by Gazetted Officer/Public Notary.

General Information & Instructions for Tenderer(s)

1. The President of India acting through Divisional Railway Manager (M), Western Railway, Rajkot Division, Rajkot-360001, hereinafter called the "Tender Inviting Authority" has invited open e-tender for the work specified in the Tender Notice from the tenderer(s) who qualify the eligibility criteria as given in the tender notice.
2. Tender Inviting Authority's address for the purpose of the tender is given below.
Divisional Railway Manager (Mechanical), Kothi Compound, Mechanical Branch, Western Railway, Rajkot division, Rajkot – 360001.
3. Tenderer(s) is/are advised to study the Tender Document carefully. The Tenderer(s) should also acquaint himself/themselves with the local conditions, nature of work and all other matters pertaining thereto.
4. Tenderer(s) must obtain for himself, on his own responsibility and at his own expense, all information, which may be necessary for the purpose of making the Tender offer and entering into Contract.
5. Submission of the Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of the implications thereof. Any clarification required by a Tenderer shall be obtained from the Office of the Tender Inviting Authority on any working day during office hours.
6. Tenderer(s) shall strictly adhere to the form of tender specified by the Railway. Tenders not submitted in this form are liable to be rejected.
7. **GENERAL CONDITION OF CONTRACT (GCC)**
All clauses of Standard General Conditions of Contract (GCC) for Works (Revised edition-April'2022) as amended up to the latest correction slips (issued from time to time) as on the date of issue of this tender notice shall be applicable in this contract & also for evaluation of offers of this tender. Copy of General Conditions of Contract for Works (including correction slips/amendments/updates) is available in the public domain & bidders are advised to download & peruse the same.
8. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variations according to the needs of the Railway. The Railway does not give any guarantee about work under each item of the schedule.
9. Tenderer shall ensure that all the documents uploaded should be legible and duly self-attested/ digitally signed. The documents without attestation/digitally signed will not be accepted and will be ignored. Supporting documents/certificates from private individuals shall not be accepted.
10. All offers shall be without any correction/errors/confusing/contradictory statements/conditions. Tenders containing erasures and / or alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer(s) in his / their entries must be attested by him / them.
11. The tender documents are not transferable and the cost of the tender document is also not refundable.
12. The contract will remain in force for a period of **Six (06) Months** from the date of issue of Letter of Acceptance (LOA).

13. The Tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the Tenderer. Any individual or individuals signing the Tender Documents or other documents connected therewith should specify whether he is signing as a:
- i) Sole Proprietor of the firm or Attorney of the Sole Proprietor;
 - ii) Partner or Partners of the firm;
 - iii) Director, Manager or Secretary in a Limited Company.

14. In the case of a firm not registered under the Indian Partnership Act, all the partners or the Attorney duly authorized by all of them should sign the Tender Document and all other concerned documents.

Requisite Power of Attorney or such other documents empowering the individual or individuals to sign should be furnished along with the Tender.

15. All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed offer form duly signed and stamped.
16. Tenderers shall submit their offers made as per the Indian Railways General as well as Special conditions of contract as mentioned in this tender.
17. In case of any deviation from the requirement of tender specifications. Instructions to tender or General & Special Conditions of Contract, the same should be brought out by the tenderer in **Annexure-H** only. Deviation in any other form will not be acceptable.
18. For evaluation of Tenderer's offer, it may be necessary to seek certain clarifications. Railway shall seek such clarification in writing or through e-mail, Fax, etc.

19. Taxes

Taxes prescribed by the Central government/State Government/Local bodies at the rate prescribed by them will be recovered from the Running Bills/reimburse as per extent rule.

PART-I - Instructions to Tenderers (ITT)

Applicability

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

Order of Precedence of Documents

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

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

Interpretation

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

Definition

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

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units 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 Mechanical Department of Railway and shall also include Principal 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 Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

- (e) "Engineer" shall mean the Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Mechanical Department, i.e. the Senior Divisional Mechanical Engineer (Co.) or Sr. Coaching Depot Officer 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 representatives, successors and permitted assigns.
- (g) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- (h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- (j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k) "Standard Schedule of Rates (SSOR)" shall mean the Schedule of Rates adopted by the Railway, which includes-
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated GCC-April'2022 with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
- (m) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- (n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

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

TENDERS FOR WORKS

Tender Form

(Clause No.3 of Regulations for Tenders & Contracts of GCC for Works-April'2022)
Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure-A** (Annexure-I of GCC for Works-April'2022). e-Tender Forms shall be issued free of cost to all tenderers.

Omissions & Discrepancies

(Clause No.4 of Regulations for Tenders & Contracts of GCC for Works-April'2022)

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

Bid Security

(Clause No.5 of Regulations for Tenders & Contracts of GCC for Works-April'2022 with Advance Correction Slip No.11, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt.I, Dtd.-13.03.2026)

- (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

1. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 2. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security Deposit as detailed above.
 3. Labour Cooperative Societies shall deposit only 50% of above Bid Security as detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfilment 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.
1. 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-D (Annexure-VIA of GCC for Works-April'2022) and shall be valid for a period of 90 days beyond the bid validity period.**
 2. **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 Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Care in Submission of Tenders

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
 - Wrong/incorrect invoice is 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. [Ref:-Clause No.6.1 of Regulations for Tenders & Contracts of GCC for Works-April'2022 with Advance Correction Slip No.6, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/ GCC-2022/POLICY, Dtd.-21.12.2023]

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

"On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer had been discontinued on IREPS." (Ref:-R.B's letter No. 2022/CE-I/CT/GCC Correspondence dated 14.05.2024)

CONSIDERATION OF TENDERS

Right of Railway to Deal with Tenders

(Clause No.7 of Considerations of Tenders of GCC for Works-April'2022)

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

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.

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.

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.

Execution of Contract Document

(Clause No.8 of Considerations of Tenders of GCC for Works-April'2022)

The Tenderer whose tender is accepted shall be required to appear in person at the office of Divisional Railway Manager (Mech.) 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. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the 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.

Form of Contract Document

(Clause No.9 of Considerations of Tenders of GCC for Works-April'2022)

Every contract shall be completed 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).

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-B** (Annexure-IV of GCC for Works-April'2022).

WESTERN RAILWAY
Tender Form (First Sheet)

Tender No. M-2026-10R-Twin-Pipe-Mod

Name of Work **Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"**

To

The President of India

Acting through Divisional Railway Manager (Mechanical),

Western Railway, Rajkot division, Rajkot – 360001.

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 **Sixty (60) 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 **Western** 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 **Six (06) 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 **₹ 10,000/-** 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 **Thirty Days** after receipt of orders to that effect.
4. I/We am/are a Start-up firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number isvalid upto(Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is.....withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1)_____

(2)_____

Signature of Tenderer(s)

Date_____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)**1. Instructions to Tenderers and Conditions of Tender**

The following documents form part of Tender / Contract:

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

2. Drawings for the Work

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

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

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

5. The works are required to be completed within a period of **Six (06) 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 **90** days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to Western 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 para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment 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 fulfilment of the contract in terms of Clause-16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. Rights of the Railway to deal with Tender

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

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria: No Technical and Financial credentials are required for tenders having advertised value up to Rs. 50 Lakh. [Ref.: Clause No.10.4 of Tender Form (2nd sheet) of Annexure-I of GCC for Works'April'2022]

11. Execution of Contract Documents

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager (Mechanical), Western Railway, Rajkot division, Rajkot-360001 Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

12. Documents to be Submitted Along with Tender

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.

Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm

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

(b) HUF

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

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

(c) Partnership Firm

All documents as mentioned in Para-18 of the Tender Form (Second Sheet).

(d) Joint Venture (JV)

All documents as mentioned in Para-17 of the Tender Form (Second Sheet).

(e) Company registered under the Companies Act 2013

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

ii) A copy of Certificate of Incorporation

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

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

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

i) A copy of LLP Agreement

ii) A copy of Certificate of Incorporation

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

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

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

(g) Registered Society & Registered Trust

The tenderer shall submit:

i) A copy of the Certificate of Registration

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

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

iv) A copy of Rules & Regulations of the Society

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

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

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.

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

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.

- 13.** 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.

[Ref.: Clause No.15 of Tender Form (2nd sheet) of Annexure-I of GCC for Works-April'2022 with Advance Correction Slip No.3, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy, Dtd.-26.04.2023]

14. Employment/Partnership etc. of Retired Railway Employees

(a) Should a tenderer

- (i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- (ii) being Partnership Firm / Joint Venture (JV) / Registered Society / Registered Trust, etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- (iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust 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 14.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.

15. Participation of Joint Venture (JV) in Works Tender

All Conditions of Clause No.17 and their sub clauses of GCC for Works-April'2022 [with Advance Correction Slip-1 & 3, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy, Dtd.-14.07.2022 & 24.3.2023 respectively] (with latest correction slip, as applicable) shall be applicable for participation of Joint Venture in Works Tender.

16. Participation of Partnership Firms in Works Tenders

The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act, prior to submission of tender.

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

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.

Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified/alterd/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.

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.

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

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.

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.

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.

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 partnership Deed or a copy of the Partnership deed registered with the Registrar.**

(ii) **A notarized or registered copy of Power of Attorney (duly registered as per**

prevailing law) 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/ any State Govt. from participation in tenders/contracts as on the date of submission of bids**, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

Evaluation of Eligibility of a Partnership Firm

Technical & financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Para-10 of the Tender Form (Second Sheet) above.

17. 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 of Tenderer(s)

Date _____

(Signature)

(Designation)

_____ Railway

Date _____

PART-II: Standard General Conditions of Contract (SGCC)

1. Definition (Clause No.1(1) of Part-II of SGCC of GCC for Works-April'2022)

In these Standard General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- (c) "Chief Engineer" shall mean the Officer in-charge of the Mechanical Department of Railway and shall also include Principal Chief Mechanical Engineer and shall mean and include their successors, of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction or organisations on the Railway of the Mechanical Department, i.e. Senior Divisional Mechanical Engineer(Co-ordination) or Senior Coaching Depot Officer and shall mean and include the Engineers of the Successors Railway.
- (f) "Engineer's Representative" shall mean the Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Mechanical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates(SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by special specifications if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but do not include materials or other things intended to form or forming part of the permanent work.

- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

2. Singular and Plural

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

3. Headings and Marginal Headings

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

GENERAL OBLIGATIONS

4. Execution Co-Relation and Intent of Contract Documents

(Clause No.2 (1) of Part-II of SGCC of GCC for Works-April'2022)

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

- 5. If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract / agreement entered into.
- 6. If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

7. Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

8. Compliance to Regulations and Bye-Laws

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

9. Environmental and Forest clearances

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

10. Communications to be in Writing

(Clause No.4 of Part-II of SGCC of GCC for Works-April'2022)

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

11. Service of Notices on Contractors

(Clause No.5 of Part-II of SGCC of GCC for Works-April'2022)

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

12. Occupation and Use of Land

(Clause No.6 of Part-II of SGCC of GCC for Works-April'2022)

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

13. Assignment or Subletting of Contract

(Clause No.7 of Part-II of SGCC of GCC for Works-April'2022)

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause-62 of these Conditions of GCC for Works 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

Tender No. M-2026-10R-Twin-Pipe-Mod
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, 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. Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

- (ii) The sub-contractor 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, in last 5 years 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.

14. Assistance by Railway for the Stores to be obtained by the Contractor

(Clause No.8 of Part-II of SGCC of GCC for Works-April'2022)

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

15. Railway Passes (Clause No.9 of Part-II of SGCC of GCC for Works-April'2022)

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

16. Carriage of Materials

(Clause No.10 of SGCC of Part-II of GCC for Works-April'2022)

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

17. Representation on Works

(Clause No.12 of SGCC of Part-II of GCC for Works-April'2022)

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

18. Relics and Treasures

(Clause No.13 of SGCC of Part-II of GCC for Works-April'2022)

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

19. Excavated Material (Clause No.14 of SGCC of Part-II of GCC for Works-April'2022)

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

20. Indemnity by Contractors

(Clause No.15 of SGCC of Part-II of GCC for Works-April'2022)

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

21. SECURITY DEPOSIT

(Clause No.16.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

(i) Refund of Security Deposit

Security Deposit mentioned in sub clause (16.1 of GCC for Works-April'2022) as above shall be returned to the Contractor along with or after the following:

- (a) Final Payment of the Contract as per clause 51.(1) of GCC for Works-April'2022 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) of GCC for Works-April'2022, in case applicable.

(ii) Forfeiture of Security Deposit

Whenever the contract is rescinded as a whole under clause 62(1) of GCC for Works-April'2022 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 GCC for Works-April'2022 of these conditions, the Security Deposit shall not be forfeited.

- (iii) 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 of GCC for Works-April'2022 will be payable with interest accrued thereon.

22. PERFORMANCE GUARANTEE

(Clause No.16.(4) of SGCC of Part-II of GCC for Works-April'2022 up to Advance Correction Slip No. 11 issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt.I, Dtd.-13.03.2026 or latest from time to time)

The procedure for obtaining a Performance Guarantee is outlined below:

- (i) 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 up to 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 the 22nd day after the date of issue of the LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, the 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 the contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to a maximum PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under the Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

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

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Commercial Bank of India;

- (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) 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.
- (iii) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (iv) 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.
- (v) 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.
- (vi) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (vii) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause-62 of these conditions GCC for Works-April'2022.

23. Force Maieure Clause

(Clause No.17 of SGCC of Part-II of GCC for Works-April'2022 with latest ACS upto date) 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.

24. Extension of Time in Contracts

[Clause No.17-A of SGCC of Part-II of GCC for Works-April'2022 with Advance Correction Slip-11, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt.I, Dtd.-12.03.2026 or latest]

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 GCC for Works- April'2022) 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.

25. Extension of Time with Liquidated Damage (LD) for delay due to Contractor

[Clause No.17-B of SGCC of Part-II of GCC for Works-April'2022 with Advance Correction Slip-11, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt.I, Dtd.- 13.03.2026 or latest]

The time for the execution of the work or part of the works specified in the contract

documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A (of GCC for Works- April'2022), 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 of GCC for Works-April'2022) 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 GCC for Works-April'2022) 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.

26. Bonus for Early Completion of Work

(Clause No.17-C of SGCC of Part-II of GCC for Works-April'2022 with latest ACS up to date)
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.

27. Illegal Gratification

(Clause No.18.(1) of SGCC of Part-II of GCC for Works-April'2022 with Advance Correction Slip No.11, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt.I, Dtd.-13.03.2026 or latest from time to time)

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

28. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he

shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

EXECUTION OF WORKS

29. Contractor's understanding

(Clause No.19.(1) of SGCC of Part-II of GCC for Works-April'2022 with latest amendment)

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

30. Commencement of Works

(Clause No.19.(2) of SGCC of Part-II of GCC for Works-April'2022 with latest amendment)

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

31. Accepted Programme of Work

[Clause No.19.(3) of SGCC of Part-II of GCC for Works-April'2022 with Advance Correction Slip-11, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy/Pt.I, Dtd.- 12.3.2026]

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

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

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for

work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

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

32. Setting out of Works

(Clause No.19.(4) of SGCC of Part-II of GCC for Works-April'2022)

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

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

33. Compliance to Engineer's Instructions

(Clause No.20.(1) of SGCC of Part-II of GCC for Works-April'2022)

The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

34. Alterations to be Authorized

(Clause No.20.(2) of SGCC of Part-II of GCC for Works-April'2022)

No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

35. Extra Works (Clause No.20.(3) of SGCC of Part-II of GCC for Works-April'2022)

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

36. Separate Contracts in Connection with Works

(Clause No.20.(4) of SGCC of Part-II of GCC for Works-April'2022)

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

work, except as to defects which may develop in the other Contractor's work after the execution of his work.

37. Instruction of Engineer's Representative

(Clause No.21 of SGCC of Part-II of GCC for Works-April'2022)

Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

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

38. Adherence to Specifications and Drawings

(Clause No.22 (1) of SGCC of Part-II of GCC for Works-April'2022)

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

39. Drawings and Specifications of the Works

(Clause No.22(2) of SGCC of Part-II of GCC for Works-April'2022)

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

40. Ownership of Drawings and Specifications

(Clause No.22(3) of SGCC of Part-II of GCC for Works-April'2022)

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

41. Compliance with Contractor's Request for Details

(Clause No.22(4) of SGCC of Part-II of GCC for Works-April'2022)

The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

42. Meaning and Intent of Specification and Drawings

(Clause No.22(5) of SGCC of Part-II of GCC for Works-April'2022)

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

43. Working during Night

(Clause No.23 of SGCC of Part-II of GCC for Works-April'2022)

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

44. Damage to Railway Property or Private Life and Property

(Clause No.24 of SGCC of Part-II of GCC for Works-April'2022)

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

45. Sheds, Storehouses and Yards

(Clause No.25 of SGCC of Part-II of GCC for Works-April'2022)

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

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

(Clause No.26 of SGCC of Part-II of GCC for Works-April'2022)

- (a) The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- (b) 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.
- (c) In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause-62 of these conditions of GCC for Works- April'2022.

47. Deployment of Qualified Engineers at Work Sites by the Contractor

(Clause No.26A of SGCC of Part-II of GCC for Works-April'2022)

- (a) The Contractor shall also employ qualified Graduate Engineer(s) or qualified Diploma Engineer(s), as prescribed in the tender documents.
- (b) In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1of GCC for Works-April'2022, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- (c) No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

48. Workmanship and Testing

(Clause No.27(1) of SGCC of Part-II of GCC for Works-April'2022)

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

49. Removal of Improper Work and Materials

(Clause No.27(2) of SGCC of Part-II of GCC for Works-April'2022)

The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) The substitution of proper and suitable materials, and
- (c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause-62 of these conditions of GCC for Works-April'2022.
- (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part-II, Section-3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

50. Facilities for Inspection

(Clause No.28 of SGCC of Part-II of GCC for Works-April'2022)

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

51. Examination of Work before Covering Up

(Clause No.29 of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and

measured at the Contractor's expense or no allowance shall be made for such work or materials.

52. Temporary Works (Clause No.30 of SGCC of Part-II of GCC for Works-April'2022)

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

53. Contractor to Supply Water for Works

(Ref.: Clause No.31.(1) of SGCC of Part-II of GCC for Works-April'2022)

Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

54. Water Supply from Railway System

(Clause No.31.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

55. Water Supply by Railway Transport

(Clause No.31.(3) of SGCC of Part-II of GCC for Works-April'2022)

In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided of GCC for Works-April'2022 that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

56. Contractor to Arrange Supply of Electric Power for Works

(Clause No. 31.(4)(a) of SGCC of Part-II of GCC for Works-April'2022)

Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

57. Electric Supply from the Railway System

(Clause No. 31.(4)(b) of SGCC of Part-II of GCC for Works-April'2022)

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

58. Property in Materials and Plant

(Clause No. 32 of SGCC of Part-II of GCC for Works-April'2022)

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution

thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 (of GCC for Works- April'2022) of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

59. Tools, Plant and Materials Supplied by Railway

(Clause No. 33.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

60. Hire of Railway's Plant

(Clause No. 33.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

61. Precaution During Progress of Works

(Clause No. 34.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

62. Roads and Water Courses

(Clause No. 34.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

63. Provision of Access to Premises

(Clause No. 34.(3) of SGCC of Part-II of GCC for Works-April'2022)

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

64. Safety of Public (Clause No. 34.(4) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may,

in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

65. Display Board (Clause No. 34.(5) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the contractor and address of engineer on a proper steel board of size not less than 1mx1m.

66. Use of Explosives (Clause No. 35 of SGCC of Part-II of GCC for Works-April'2022)

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

67. Suspension of Works

(Clause No. 36.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

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

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

69. Suspension Lasting More than 3 Months

(Clause No. 36.(3) of SGCC of Part-II of GCC for Works-April'2022)

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

70. Rates for Items of Works

(Clause No. 37 of SGCC of Part-II of GCC for Works-April'2022)

The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and

Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause-42 (of GCC for Works- April'2022) of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause-17 & 17A of GCC for Works-April'2022 and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

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

71. Demurrage and Wharfage Dues

(Clause No. 38 of SGCC of Part-II of GCC for Works-April'2022)

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

72. Rates for Extra Items of Works

[Clause No. 39.(1) of SGCC of Part-II of GCC for Works-April'2022 with Advance Correction Slip-1, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy, Dtd.- 14.7.2022]

- (a) Standard Schedule of Rates (SSOR) Items:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

- (b) Other Items:** For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the

necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

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

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

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

74. Handing over of Works

(Clause No. 40.(1) of SGCC of Part-II of GCC for Works-April'2022)

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.

75. Clearance of Site on Completion

(Clause No. 40.(2) of SGCC of Part-II of GCC for Works-April'2022)

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.

76. Off-loading of Part(s) of Work

(Clause No. 40.A of SGCC of Part-II of GCC for Works-April'2022)

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

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

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

VARIATIONS IN EXTENT OF CONTRACT

77. Modification to Contract to be in Writing

(Clause No. 41 of SGCC of Part-II of GCC for Works-April'2022)

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

78. Powers of Modification to Contract

(Clause No. 42.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

79. Variation in Quantity

(Clause No. 42.(2) of SGCC of Part-II of GCC for Works-April'2022)

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement

quantity is considered unavoidable, then same shall be executed at following rates:

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

80. Valuation of Variations

(Clause No. 42.(3) of SGCC of Part-II of GCC for Works-April'2022)

The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause(2) above shall be paid for at the rates determined under Clause-39 (SGCC of Part-II ofGCC for Works-April'2022) of these Conditions.

CLAIMS

81. Quarterly Statement of Claims

(Clause No. 43.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

82. Signing of "No Claim" Certificate

(Clause No. 43.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

83. Quantities in Bill(s) of Quantities Annexed to Contract

(Clause No. 44 of SGCC of Part-II of GCC for Works-April'2022)

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

84. Measurement of Works by Railway

(Clause No. 45.(i) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause-39 (of GCC for Works-April'2022) of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

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

(Clause No. 45.(ii) of SGCC of Part-II of GCC for Works-April'2022)

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause-39 (of GCC for Works-April'2022) of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

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

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

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

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages of 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) (of SGCC of Part-II of GCC for Works-April'2022).

86. "On-Account" Payments

(Clause No. 46.(1) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions of GCC for Works-April'2022, a retention of **Six** percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

87. Rounding off Amounts

The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 Paise shall be omitted and sums of 50 Paise and more upto ₹1 will be reckoned as ₹ 1.

88. On Account Payments not Prejudicial to Final Settlement

(Clause No. 46.(3) of SGCC of Part-II of GCC for Works-April'2022)

"On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

89. If payment(s) of Advances (Clause No. 46.(4) of SGCC of Part-II of GCC for Works-April'2022) are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a) Mobilisation Advance – This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

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

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

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

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

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

(b) Advance Against Machinery and Equipment

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

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

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will be on pro-rata basis. Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

- (ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.
- (iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- (iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

90. Manner of Payment

(Clause No. 46.(5) of SGCC of Part-II of GCC for Works-April'2022)

Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

91. Price Variation Clause (PVC): Not applicable for this contract as bid value is below 2 Crores.

[Clause No. 46A of SGCC of Part-II of GCC for Works-April'2022 with Advance Correction Slip-1, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy, Dtd.-14.7.2022]

92. Maintenance of Works

(Clause No. 47 of SGCC of Part-II of GCC for Works-April'2022)

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

93. Certificate of Completion of Works

(Clause No. 48.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall

be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

94. Contractor not Absolved by Completion Certificate

(Clause No. 48.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

95. Final Supplementary Agreement

(Clause No. 48.(3) of SGCC of Part-II of GCC for Works-April'2022)

After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the contract other than as mentioned in item 4 of Annexure-XIV of GCC for Works'April'2022, the parties shall execute the final supplementary agreement annexed as per Annexure-XIV of GCC for Works'April'2022.

96. Approval only by Maintenance Certificate

(Clause No. 49 of SGCC of Part-II of GCC for Works-April'2022)

No certificate other than maintenance certificate referred to in Clause-50 (of GCC for Works- April'2022) of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

97. Maintenance Certificate

(Clause No. 50. (1) of SGCC of Part-II of GCC for Works-April'2022)

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause-48 (of GCC for Works- April'2022) of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

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

98. Cessation of Railway's Liability

(Clause No. 50. (2) of SGCC of Part-II of GCC for Works-April'2022)

The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under the clause 96 above.

99. Unfulfilled Obligations

(Clause No. 50.(3) of SGCC of Part-II of GCC for Works-April'2022)

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

100. Final Payment (Clause No. 51.(1) of SGCC of Part-II of GCC for Works-April'2022)

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause-39 (of GCC for Works- April'2022) of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

101. Post Payment Audit

(Clause No. 51.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

102. Production of Vouchers etc. by the Contractor

(Clause No. 51-A of SGCC of Part-II of GCC for Works-April'2022)

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

the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

- (iii) The obligations imposed by Sub Clause (i) & (ii) above are without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

103. Withholding and Lien in Respect of Sums Claimed

(Clause No.52 of SGCC of Part-II of GCC for Works-April'2022)

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

104. Lien in Respect of Claims in other Contracts

(Clause No. 52-A of SGCC of Part-II of GCC for Works-April'2022)

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

105. Signature on Receipts for Amounts

(Clause No.53 of SGCC of Part-II of GCC for Works-April'2022)

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the

partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter se.

LABOUR

106. Wages to Labour (Clause No.54 of SGCC of Part-II of GCC for Works-April'2022)

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

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

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

107. Apprentices Act

As per Clause No.54-A of SGCC of Part-II of GCC for Works-April'2022.

108. Provisions of Payments of Wages Act

As per Clause No.55 of SGCC of Part-II of GCC for Works-April'2022.

109. Provisions of Contract Labour (Regulation and Abolition) Act, 1970

As per Clause No.55-A of SGCC of Part-II of GCC for Works-April'2022.

110. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

As per Clause No.55-B of SGCC of Part-II of GCC for Works-April'2022.

111. Mandatory Updation of Labour data on Railway's shramik kalyan portal by Contractor (Ref.: Railway Board letter No. 2018/CE-I/CT/4 dated 17.10.2018)

In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. the following special condition have to be complied by the contractor, which are as under:

- (i) **[Ref.: Clause No. 55-(C) of GCC for Works-April'2022]** Contractor is to abide by the provisions of Payment of various labour laws in terms of clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/ company, etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ Updation in Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of

Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.

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

112. Reporting of Accidents

(Clause No.56 of SGCC of Part-II of GCC for Works-April'2022)

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

113. Provision of Workmen's Compensation Act

(Clause No.57 of SGCC of Part-II of GCC for Works-April'2022)

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

114. Railway not to Provide Quarters for Contractors

(Clause No.58 of SGCC of Part-II of GCC for Works-April'2022)

No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment therein as well as charges for electric current, water supply and conservancy.

115. Labour Camps (Clause No.59.(1) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary crèche

(Bal-mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

116. Compliance to Rules for Employment of Labour

(Clause No.59.(2) of SGCC of Part-II of GCC for Works-April'2022)

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

117. Preservation of Peace

(Clause No.59.(3) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall take requisite precautions and use his best endeavours to

- (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
- (ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

118. Sanitary Arrangements

(Clause No.59.(4) of SGCC of Part-II of GCC for Works-April'2022)

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

119. Outbreak of Infectious Disease

As per Clause No.59.(5) of SGCC of Part-II of GCC for Works-April'2022.

120. Treatment of Contractor's Staff in Railway Hospitals

As per Clause No.59.(6) of SGCC of Part-II of GCC for Works-April'2022.

121. Medical Facilities at Site

(Clause No.59.(7) of SGCC of Part-II of GCC for Works-April'2022)

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

122. Use of Intoxicants

(Clause No.59.(8) of SGCC of Part-II of GCC for Works-April'2022)

As per Clause No.59.(8) of SGCC of Part-II of GCC for Works-April'2022.

123. Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement

(Clause No.59.(9) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the Contractor and forfeit his Performance Guarantee as well as Security Deposit.

124. Non-Employment of Labourers below the age of 15

(Clause No.60.(1) of SGCC of Part-II of GCC for Works-April'2022)

The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

125. Medical Certificate of Fitness for Labour

(Clause No.60.(2) of SGCC of Part-II of GCC for Works-April'2022)

It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form as per **Annexure-F** (Pro-forma at Annexure-VIII of GCC for Works- April'2022) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

126. Period of Validity of Medical Fitness Certificate

(Clause No.60.(3) of SGCC of Part-II of GCC for Works-April'2022)

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

127. Medical Re-Examination of Labourer

(Clause No.60.(4) of SGCC of Part-II of GCC for Works-April'2022)

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

EXPLANATIONS

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

DETERMINATION OF CONTRACT

128. Right of Railway to Determine the Contract

(Clause No.61.(1) of SGCC of Part-II of GCC for Works-April'2022)

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

129. Payment on Determination of Contract

Should the contract be determined under sub clause (1) of this clause (i.e. Clause No. 61.(1) of SGCC of Part-II of GCC for Works-April'2022) and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

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

131. Determination of Contract owing to Default of Contractor

(Clause No.62.(1) of SGCC of Part-II of GCC for Works-April'2022)

If the Contractor:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to execute the contract documents in terms of Para-8 of the Instructions to Tenderers.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Para-17.11 of Tender Form (Second Sheet) of Annexure-A available in the Instructions to Tenderers (Annexure-I of GCC for Works-April'2022).
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para-16 of Tender Form (Second Sheet) of Annexure-A of Instructions to Tenderers, or provision of above Clause 59(9) of GCC for Works-April'2022.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer.

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX of GCC for Works- April'2022) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid

of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII of GCC for Works- April'2022, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII of GCC for Works- April'2022, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure-IX, XII & XIII of GCC for Works-April'2022), only in cases where progress of work is more than or equal to 80% of the original scope of work.

132. Right of Railway after Rescission of Contract owing to Default of Contractor

(Clause No.62.(2) of SGCC of Part-II of GCC for Works-April'2022)

In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause (i.e. Clause No. 62.(1) of SGCC of Part-II of GCC for Works-April'2022), being adopted:

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

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

- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC for Works-April'2022 of these Conditions.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV / Partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

133. Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be dealt as clause no.63, 64 and their various sub-clauses of GCC for Works-April'2022 (with latest correction slip, if any as applicable).

SPECIAL CONDITIONS OF CONTRACT

The terms and conditions specified in special condition will prevail over any contrary condition reflected in GCC for works. **Scope of work will also be treated as part of special conditions of contract.**

Before quoting for the work, it will be imperative for the tenderer(s) to fully acquaint herself/himself / themselves with all the local conditions, nature of work and all other matters pertaining thereto and factors which would have any effect on the performance of the contract and the cost of item of works. Tenderer(s) is / are advised to visit the project site personally to ascertain the quantum of work. The "Railway" shall not entertain request for clarification from the tenderer(s) regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. Tenderer(s) should also ascertain with road approach, road condition, truck/trailer movement in railway premises where loading/unloading of material/equipment shall be done

1. This work is for modification & Up-gradation work of wagons (BOBYN/BRHNEHS) is as per the guideline issued by Railway Board & to be carried out as per RDSOs relevant drawings for respective wagon type.
2. The work shall have to be carried out in consultation with Sr.Section Engineer(C&W) HAPA without affecting the Railway Working.
3. The tenderer is/are advised to contact Sr. Section Engineers (C&W) HAPA to inspect the site and to ascertain the quantum of work, site conditions and facilities available to carry out the work.
4. The contract shall remain in force for a period of **Six months**.
5. The Work is to be carried out on running lines and therefore every precaution shall be taken by contractor/s to protect their labourer and materials. The contractor shall adhere to all applicable Labour Rules/laws and Workmen Compensation Act. The contractor must ensure that all workmen working as part of this contract are paid minimum wages as per extant labour laws. The Contractor shall be responsible for any dispute arising due to labour rules & shall be binding to any outcome on the basis of decision of Labour Commissioner while execution of this work. For any act of contractor or in case of any dispute in making payment to labour or any individuals/organized body or institution, Railway administration shall not be liable in any condition.
6. Tenderer shall quote his best offer for the specification of Tendered Document. No alternate offers shall be accepted.
7. Sr. Divisional Mechanical Engineer – Rajkot shall be the final authority for settling disputes.
8. Work is required to be carried out as per the Technical Schedule attached as per the scope of work available in the tender document.
9. **Penalty**

- a) **Delay in commencement of work:** If contractor do not start the work without sufficient reason (acceptable to competent railway authority) any time after **30 days** of issue of LOA or as per the start date decided by consignee (whichever is applicable) then a penalty will be imposed at the rate of Rs. 500/- (Rupees Five Hundred Only) per day of delay for next 15 days till the start of work. Onwards this, Rs. 1000/- (Rupees One Thousand Only) per day of delay till the start of work will be imposed.
- b) **Penalty for absence of site supervisor:** If contractor's nominated supervisor is absent in any shift without any prior intimation to Consignee, then a penalty of Rs. 1000/- (Rupees One Thousand Only) per shift shall be imposed.
- c) **Delay in completion of work:** If the work is not completed within allowed cycle time as mentioned at relevant clause above, then penalty of Rs. 1000/- (Rupees One Thousand Only) per wagon per day shall be imposed on contractor for the next two working days. Onwards this, Rs 2000/- (Rupees Five Thousand Only) per day of delay till the completion of work will be imposed.

- d) Identity Card, Uniform, PPEs :** If Identity card, Uniform and PPEs are not provided by contractor to their labour or not being used by them, then penalty of Rs. 500/- (Rupees Five Hundred Only) per staff per day per item will be imposed as per report of the consignee/SSE-C&W HAPA.
- e) Police verification report:** The copy of police verification report of each staff deployed for the work by the contractor shall be submitted to Railway before start of work or in reasonable time (as decided by Railway Administration). If in reasonable time contractor does not submitted the copy of police verification report of any deployed staff then penalty of Rs. Rs. 500/- (Rupees Five Hundred Only) per labour per instance will be imposed.
- f) Penalty during Warranty period:** In case the during the warranty period, compliant is received from depot/division/HQ regarding the work carried out in any Wagon by the contractor then a penalty of Rs. 1000/- shall be levied per complaint received per wagon and if the Compliant work is not rectified/made good at any depot/division of Indian Railway within 15 days of information to this effect then a penalty of Rs. 500/- per day of delay per Wagon shall be levied on the contractor and penalty amount will be adjusted with Security Deposit amount/from Running bill/ Final bill, if required.
- g)** In case of any damage to the M&Ps, Railway Materials & other Railway Property etc. by contractor/contractor's staff, the cost of damage will be recovered as per the extent of damage assessed by the Railway Administration. Contractor will be liable to pay full cost of damaged material.
- h)** However, due to unforeseen reasons if the wagons are not offered by railway then no penalty shall be levied on the contractor.
- i)** Adverse remark regarding contractor's performance by SSE(C&W)/HAPA or any other inspecting official of the Railways, a penalty of Rs.2000/- will be imposed on each occasion
- j)** In case, the successful tenderer has not performed the work as per instruction of consignee other than above or the work is not satisfactory due to bad quality of work, bad workmanship or with the satisfaction of consignee or his representative or any other reason on the part of successful tenderer, penalty of Rs. 2000/- per occasion will be imposed and necessary actions deemed fit will also be taken.
- k)** The decision of Sr. DME-RJT or nominated/controlling officer regarding imposition of penalties shall be final and binding on the contractor.

10. Mode & Terms Of Payment:

- a.** Monthly payment will be made after each check i.e. actual work done in one month after deducting due taxes, cess, etc. as applicable.
- b.** The bill may be processed through IRWCMS including Variation and DOC etc.
- c.** Contractor should submit a bill in proper format on completion of each activity, only for the actual work done to Sr. Section Engineer (C&W)-HAPA who will certify be work mentioned inthe bill along with the counter signature of ADME/RJT or DME/HAPA & may be forwarded to Sr. Divisional Mechanical Engineer, Rajkot payment along with his detailed report if required. Bill & Measurement books are required to be signed by the Railway representative & Contractor. Sr. Divisional Mechanical Engineer who is the final authority for releasing the bills.
 - (i)** Contractor to give consent in a mandate form for receipt of payment through ECS/EFT.
 - (ii)** Contractor to provide the details of Bank A/C in line with RBI guidelines for the same. Thesedetails will include Bank Name, Branch Name & Address, Account type, and Bank A/C No. and Bank & Branch code as appearing in the MICR cheque issued by the bank.
 - (iii)** Contractor to attach a certificate from their bank certifying the correctness of all above- mentioned information.
 - (iv)** In case of non-payment through ECS/EFT or where ECS/EFT facility is not available payment will be released through cheque.
- d.** Security deposit can be released only after completion of **Two years warranty** period with necessary deduction of penalty or dues if any.

- e. No advance payment will be made.
- f. 100% Payment will be made as per accepted Schedule of Rates & Quantities on monthly basis on submission of certified bill as per the Railway norm after completion of work duly certified by consignee.
- g. Payment will be made after deduction of the penalties (if any) and taxes and dues as applicable.
- h. Income tax plus surcharge as per the present prevailing rates will also be deducted from the bill.
- i. Supply of goods and /or services would be subject to GST Act and Rules as applicable from time to time. Successful tenderer shall have to submit documentary proof of GST as applicable, should be paid clearly indicating the same having been paid to Government.
- j. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.
- k. All Running & Final Bills will be subjected to statutory deductions like I/Tax, Cess, D/water charges, penalty, SD, LD etc. as applicable.
- l. Contractor should submit the following documents along with the bill without which bill can not be processed further or without which bill shall not be passed:
 - (i) The contractor shall submit the Tax Invoice and shall necessarily furnish the details of their Bank Account No, Name & Branch of the Bank and Bank's Specific Code and IFSC No. in their bills. It should be ensured by the contractors that their Bank account is of a NEFT / RTGS enabled bank.
 - (ii) Original Challans / Invoices duly certified & stamped by Consignee or his representative against receipt of material.
 - (iii) Original Inspection Certificates for passing of the supplied material.
 - (iv) The contractor shall mandatory furnish the details of their GST Registration and relevant documents and PAN details of their firm as applicable.
 - (v) The contractor also has to submit the certificate as mentioned in Clause 55-C(ii) of Indian Railways Standard General Conditions of Contract while submitting any bill for payment.
 - (vi) The contractor should furnish the details of wages paid to their workers through bank and should submit the documentary proof along with the bill.
 - (vii) The contractor should mandatory furnish the details of actual amount (i.e. submit the documentary proof) paid for EPF, EPS, EDLI, bonus & leave payment during the bill submission.
 - (viii) The contractor has to submit the daily attendance register as mentioned in relevant Para of this document along with the bill.
 - (ix) The contractor has to mandatory submit the any other documents required as per the conditions laid down in tender document or in GCC and its corrections slips, etc, if required.

11. Mode of Payment through Letter of Credit (LC): The contractor shall have an option to take payment from Railways through Letter of Credit (LC) arrangement for works or service contracts having advertised value of ₹10Lakh and above invited through e-tendering system. (Authority: RB's letter no. 2018/CE-I/CT/9 dated 04.06.2018)

The modalities of payment through LC shall be as under.

- (i) For all the tenders having advertised cost of ₹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 binding itself, and the tenderer shall affirm having read over and agreed to the terms and condition of the LC option.

- (iii)** The option so exercised, shall be an integral part of the bidder's offer.
- (iv)** The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v)** In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
- (a)** The LC shall be a sight LC.
 - (b)** The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c)** SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railways 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 contractor, 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 Railway 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 accounts 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 in this tender document) 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 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.

12. Other Conditions

- (a) GCC for Works: Security Deposit, Performance Guarantee, Force Majeure, Arbitration, Determination of Contract, variation in Quantities, Subletting and Assignment and all other provisions not explicitly specified in these special conditions shall be as per prevailing General Conditions of Contract for Works, as applicable on the date of issue of NIT of the subject tender.
- (b) All direct or indirect costs and obligations pertaining to employment of specialized manpower will be borne by Contractor.
- (c) The quantities shown in the schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantity of various NS items of schedule of work during the currency of the contract as given in estimated rate schedule and no extra rate will be allowed on this account. However, payment will be made on actual basis. Similarly, the execution of any item can be terminated at any point of time at the sole discretion of Railway Administration.
- (d) Railway reserves the right to terminate the contract by giving notice in case of persistent irregularities and unsatisfactory performance on the part of contractor.
- (e) The contractor should ensure that the staff engaged in this contract work should not be changed frequently.
- (f) The work shall be carried out without causing infringement to the Railway working and in consultation with nominated supervisor or his authorized representative of depot.
- (g) The work may be carried out on running lines and therefore every precaution shall be taken by Contractor/s to protect their labour and materials. The Contractor shall adhere to the Labour Rules, Workmen Compensation Act, Payment of Minimum Wages Act and other labour legislations. The Contractor should possess valid labour license.
- (h) The Contractor shall note that no compensation due to any loss of life or loss of material or any other account be given by the Railway Administration while carrying out the work by the Contractor as per agreed terms and the Contractor shall have to pay all the compensation in case of any accident, injury to his labour. The Contractor shall at all times indemnify the "Railways" against all losses or claims whatsoever, which may be made in respect of the said work for infringement of any right or Law or Act.
- (i) The security of contractor's machines / material / tools and plant / consumables will be the responsibility of contractor.
- (j) The contractor shall maintain wage register and all other relevant records as per Provisions of Contract Labour (Regulation and Abolition) Act, 1970.
- (k) The Contractor shall be responsible for employment of its labour and be liable for observance of all statutory provision of Government. No claim for employment of labour so engaged by the Contractor in Railway whatsoever ground shall be entertained.
- (l) The Contractor shall keep in force a policy / policies of insurance against all liabilities and recognized risk in respect of accident to person employed by Contractor for purpose of carrying out the work under the contract. In respect of all staff engaged by him, the Contractor shall be responsible against all claims under Work Men Compensation Act, labour Contract Act etc.
- (m) Items of the work should be done by the tenderer as per the specifications. However, any modification / Alterations of the Items / Work as per site conditions / requirements should be done, as required by the Railways.
- (n) The Railway Administration reserves the right to accept or reject any tender either in full or in part without assigning any reason.

13. Contract Labour

- (a) The contractors shall adhere to stipulations in regard to eligibility of labour to be employed as laid down by the state Govt./Labour commissioner including payment of wages as per Govt. Rules.
- (b) The contractor shall be responsible for supply of Identity cards to all workers engaged for the above work for easy identifications of the workers during working hours. No separate payment shall be admissible for Identity card, provided to employed workers by the contractor. The identity card should be issued by the contractor. Copies of the identity cards are to be jointly signed by contractor and authorized railway official and shall be submitted to the in-charge of the unit/depot.
- (c) The contractor shall furnish a list of manpower deployed by him along with full description, address etc. for this work prior to start of the work to the officer-in-charge of this work and shall notify the changes there in from time to time, if any.
- (d) The Railway is not responsible to pay compensation/insurance in case the contractor's staff, gets injury/an accident or in the event of death during working or in the premises. It is total responsibility of the contractor to make comprehensive Insurance and take care and liability in such issues.
- (e) The persons so engaged by the contractor should be courteous, well-mannered and well behaved. Railway reserves the right to ask the contractor to remove any person, if found to be unsuitable for work or on any other ground like bad conduct, bad performance etc. In such situation the contractor must remove and dismiss the concerned person and replace with a suitable person forthwith. The person so removed, must not be entertained by the contractor at the site of Railways.
- (f) The contractor should meet all statutory requirements under different Central and State Govt. laws and rules including payment of wages to the contract labourers, deduction of PF dues as per rules, and making insurance of all employees so engaged by the contractor against risks of accidents etc.
- (g) Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work in the Railway premises and they do not create any nuisance or disturbances.
- (h) The Contractor will be responsible for the compliance with the provision of hours of employment regulations in respect of the labourers employed by him in the manner decided upon by the appropriate authorities. The terms appropriate authority means central Govt. as laid down in rules in respect of hours of employment regulation 1951 and subsequent rules as issued from time to time by the state Govt.
- (i) The Railway shall not entertain any request or claim by the contractor's labour for any temporary / casual / permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.
- (j) Railway will not provide any medical facilities to the staff & supervisor engaged by contractor.
- (k) Contractor shall be solely responsible for taking care of their staff & supervisor against any accident or safety risk.
- (l) The contractor shall remain liable for theft/damage of any Railway material by his staff. He must take necessary proceedings against each staff to prevent such occurrence and shall reimburse the cost of any stolen/damage material, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated by giving 7 days' notice and the contractor shall be liable for the loss of damage suffered by the administration.
- (m) All the contract labour should be in uniform and ID card during the working hours.

- 14.** Every effort has been made by the Railways to cover all the service requirements for executing the work. These items might have either been covered explicitly or implicitly in the specification, scope of work and other tender schedules, the tenderer shall

however, provide free of cost all such items that may be required for proper execution and performance of the services carried out by them whether they are mentioned explicitly or implicitly in the specification or not. No extra claim what so ever will be entertained by the Railways for such items provided by the contractor for proper execution or for ensuring satisfactory performance of the services provided by them under this contract.

15. Undertaking to Abide by Conditions of Contract

After submitting my/our offer, I/We here by agree to carry out the work at the rate quoted by me/us duly accepted by Railway & abide by the special terms & conditions laid down here in above.

SCOPE OF WORK & OTHER SPECIAL CONDITIONS

A. Railway's scope of supply:

- a) Material: Railway will not provide any material for the work.
- b) Drawings: All relevant drawings, manuals and specifications of wagons.
- c) Material handling facilities: EOT crane, Road mobile crane, etc. with operator will be provided by railway based on their availability.
- d) Storage Space: Storage space for keeping tools and equipments of contractor. However contractor will ensure for proper safety of its tools and equipments and space.
- e) Electricity, water and air required for work will be given free of cost. For electric connection, Railway will provide only electric point. Firm will arrange for necessary wires, socket, Plug, MCB, etc. for ensuring safety of his machines.
- f) Bins and trays for disposal of scrap and muck.
- g) All the equipment will be given on availability basis and Railway will not give any compensation to contractor due to non-supply of electricity on account of any reason.

B. Contractor's scope of supply:

- a) All the material/items required for the work should be fitted strictly as specified in the relevant drawing and should be procured strictly as per drawing only from reputed/approved sources as applicable.
- b) Contractor has to bring the sufficient number of machines/equipments/tools & plants/items required for fitment work, fabrication work, drilling/grinding work, cutting work, welding work, painting work or for any other work required for successful execution of work.
- c) Contractor has to bring the sufficient number of material handling equipments like Hand trolleys & hydraulic trolley for transportation/lifting of materials.
- d) Contractor's labour should be well equipped with Safety harness & PPEs like Industrial boots, Hand gloves, welding screen, goggles, safety helmets (Blue Colour helmet for Contractual Staff), aprons, Respirator mask, etc. and must use them at all times while working at site.
- e) Contractor has to bring any other machine or equipment deemed necessary for wagon upgradation. Contractor must ensure round the clock availability, services and maintenance of his tools and equipments. These tools and equipments should be dedicated to this contract and cannot be taken out for any other job. Contractor shall be responsible for safety of all its equipments, machines & manpower and should be ensured the quality & safety of Railway infrastructure and Rolling Stock.
- f) All other facilities like ladder, high height platform etc. required for the execution of the work shall be arranged by the successful tenderer.
- g) Any other T&P item required during the execution of work will be brought by the successful contractor at his own cost.
- h) All the charges for transportation of material and other related items to & from the depot including loading and unloading charges shall be borne by the successful tenderer.
- i) Any other small value / large value / incidental items not mentioned above, but required for successful completion/execution of the work or minor adjustment in location of items as per the conditions shall be the part of this work and to be included in the schedule of prices and should be arranged by contractor.

C. Scope of work:

The scope of work includes the retro fitment work of twin pipe air brake system in Freight stock i.e. the work contains fitment of feed pipe and other related components on 22 Nos. BOBYN/BOBYNE wagons as per RDSO's drawing no. WD-96021-S-11 Alt. 7, WD-96021-S-12 Alt. 5, etc. & on 03 Nos. BRHNEHS wagons as per the RDSO's drawing no. WD-04004-S-61 Alt. 4, WD-04004-S-62 Alt. 4, etc. The supply of all the material required for work including air brake equipment, pipes, Teflon tapes, fasteners, consumables for fabrication, etc. shall be arranged by the contractor as per the list of

materials in the approved RDSO drawing/specs. for various wagon types. These drawings are attached for ready reference, however, to obtain information about the materials actual required for retrofitment work, the successful tenderer shall visit wagon depot Hapa within 5 days from the date of issue of LOA and collect details from consignee i.e. SSE C&W HAPA. Subsequently material procurement & inspection as per guidelines should be initiated by the contractor.

- 1) The above list is for guidance only. In case, extra material is required for execution of the work, the same shall be provided by the contractor at no extra cost. All the material/items required for the work should be fitted strictly as specified in the relevant drawing and should be procured strictly as per drawing only from reputed/approved sources as applicable.
- 2) The contractor shall be responsible for the procurement of the materials and copies of invoices of purchased material shall be submitted to railway at the time of supply. Contractor has to submit commercial invoice issued in his name & address in token of purchase of items. The items as per RDSO drawings shall be inspected by RDSO/RITES/TPI agency as per the latest guidelines issued by railway board. The cost of inspection shall be borne by the contractor.
- 3) The contractor has to complete the retrofitment of twin pipe air brake system within 6 months from the date of issue of LOA.
- 4) Contractor shall receive the wagon from authorized representative of railway for retrofitment of twin pipe air brake system. Each single pipe wagon offered for retrofitment of twin pipe air brake system shall be completed in all respect by the contractor within desired cycle time. Contractor shall be responsible for safe working.
- 5) **Railway will offer the wagons for fitment of twin pipe brake system on regular basis as per availability in Yard. In case of less availability of wagons, Contractor should not claim for any sort of compensation**
- 6) The Distributor Valve, pipe bracket with control reservoir, Auxiliary reservoir and Air brake hose coupling (B.P) are already fitted on wagon. The contractor has to ensure testing of retrofitted wagons with the help of SWTR and if during test any leakage found the same shall be rectified by the contractor. No wagons shall be turned out with leakage.
- 7) The work may vary marginally due to minor changes in their equipment layouts. Hence, work to be executed strictly in co-ordination with the consignee i.e. SSE/C&W/HAPA.
- 8) The workmanship shall be of good quality. The firm should deploy qualified and experienced personnel (preferably ITI in respective trade) and with engineering background for understanding the drawings / work requirement.
- 9) Any type of preparation of surface, leveling, patchwork, welding, grinding, denting, painting work required should be carried out by contractor. The work should have good finishing & free from any defect.
- 10) The contractor shall also rectify any defects noticed during assembly of the pipes, etc & repair the same as per standard practices.
- 11) Contractor should note that if there is any modification or any change issued from Railway Board/RDSO for above drawings during currency of contract, then contractor has to work accordingly.

D. Other Special Terms & Conditions

- (1) **Consignee:** The successful tenderer would carry out the work under SSE/C&W/HAPA in the guidance of a nominated supervisor of this depot i.e. SSE/FREIGHT/HAPA or SSE/Sick line/HAPA along with assistance of any other supervisor as per instruction of controlling office in-charge.
- (2) **Controlling Officer:** - DME-HAPA is controlling officer for the work.

- (3) **Contract period:** Entire work shall be completed within a period of Six (6) months from the date of issue of Letter of Acceptance from this office.
- (4) **Commencement of work:** Contractor should start/commence the work within 30 days of issue of LOA or as per the date decided by consignee.
- (5) Wagon shall be given for the work to contractor as per requirement and according to availability of wagons. However, the quantity of particular wagon to be operated in the contract may increase / decrease due to any changes in the allotment from railway board / ministry of railways or arising of the wagons at Railway site. It is informed to contractor well in advance about the number of Wagons offered for the work.
- (6) **Cycle time:** The firm will have to do all the required activities in offered wagon as per instruction of consignee within allowed cycle time of Two (02) working days including the day of offer.
Working Day = Offered Day + 1 additional number of working Day
- (7) **Working hours:** - Successful contractor should work with shift timing of 8 hours or as per the instruction of SSE C&W Hapa. For maintaining the outturn of wagons, the contractor should plan and aim to work on Sundays / holidays also as per instruction of Controlling officer or his nominated supervisor.
- (8) **Manpower to be deployed by the contractor:**
- a. **Site Supervisor:** -
- i. The successful contractor should deploy at least one (01) qualified Engineer(s) (Degree/Diploma) as per Clause 26A.1 of GCC, April - 2022. Copy of the Degree/Diploma certificate to be submitted to this office at the time of commencing this work. The liquidated damage/penalty shall be deducted from Bill/Pg in case of non-compliance.
- ii. The Qualified Engineer shall be provided with a mobile phone and he shall be available to Railway administration "ON-CALL" or by "SMS" at any time of work. He will ensure that work is carried out to the satisfaction of the Railway at all times. He shall also act as authorized representative of the contractor to liaison regularly with consignee / controlling officer and who will be responsible for taking offer of work and fulfillment of any shortfall/defects pointed during the work execution and also to ensure good workmanship and shall take all decisions on behalf of the contractor.
- b. Contractor should deploy the sufficient numbers of Fitters and Welders and sufficient number of unskilled labours (Helpers) in day/night shift to complete the work in proper manner and maintain the daily target as assigned by the consignee.
- c. **Welders :** The contractor must fulfill the following technical requirements for welders and documentary evidence must be submitted by the contractor:
- (i) **Qualification Standards:** -Welders must be qualified according to ISO 9606-1:2017 (or latest) OR IS 7310 (Part 1):2019 (or latest) for fusion welding of steel as per the approved welding procedure specification (WPS), which includes material type, thickness, joint type, welding position, welding process and consumables.
- AND
- (ii) Education Matriculation /SSC plus ITI certification from a recognized institution (NCVT/SCVT) in the welder Trade.
- OR
- Act Apprentices trained and certified in the welder trade by any Railway unit, Government, Semi-Government or PSU unit are also eligible.
- AND
- (iii) Competency Test by Railway unit: - Railway shall conduct competency test at their premises on the welders engaged for outsourced work to verify their skills by taking trial test on at least 02 samples pieces at the cost of the Railways and if the trial is found satisfactory, Competency certificate will be issued by respective officer/SSE (In-charge). In case, competency test trial of the welder is found to be unsatisfactory, cost of the test shall be borne by the contractor.
- (iv) The validity and process of renewal of competency certificate would be as defined in ISO 9606-1:2017 and IS:7310(Part I)-2019 Para 9.
- d. The laborers deployed by the contractor should not be less than 18 years of age.
- e. The laborers to be engaged by the contractor for execution of the work will have no claim over the Railway for any employment.
- f. Contractor is advised not to frequently change his/ their laborers under this contract.

(9) INSPECTION:

a. Initial inspection of material procured by contractor:

- (i) Initial inspection of material procured should be carried out as per RSDO Specifications or latest (if applicable/available) and as per rules and regulations of Indian Railways by Inspection Authority/Agency as per latest guidelines.
- (ii) Inspection Authority/Agency can be RDSsO/RITES/TP as per the latest guidelines issued by Railway Board.
- (iii) Initial inspection of material procured should be carried out strictly as specified in the relevant drawing.
- (iv) Material should be procured strictly as per drawing only from reputed/approved sources as applicable.
- (v) If due to any valid reason, initial inspection of material procured are not undertaken by Inspection Authority/Agency then inspection of those equipments /items should also be carried out by an authorized representative of Railways in presence of the contractor's representative before and after opening of equipment's packing in the depot premises.
- (vi) The Contractor shall give sufficient notice of time to Inspection Authority/Agency when the material is ready for inspection. All facilities as may be necessary shall be provided by contractor for carrying out the inspection.
- (vii) The inspection charges for the Inspection Authority/Agency shall be borne by the Contractor.
- (viii) The Contractor will be required to furnish manufacturers/ supplier's Guarantee Certificate (along with test report, if applicable) and performance guarantee for such items. The contractor has to also furnish proof of purchase / dispatch from manufacturer.
- (ix) Materials/ Equipment's for which RDSO approved sources exist should be taken from RDSO approved sources only.
- (x) Material should not be procured from any sources banned for business dealing with Railways under any circumstances.
- (xi) The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the Railway's decision shall be final, even though they might have been inspected by Inspection Authority/Agency. The Tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.
- (xii) The scope of work supply at HAPA depot, any damage/loss of equipment or its damage /loss. Contractor have to replace the equipment immediately if found damaged during inspection and should bear the losses.
- (xiii) Contractor has to make his own arrangement of proper stacking of all the equipment in the depot under the guidance of Railway's representative till the work completion.
- (xiv) Contractor has to make list of all the equipment and duly signed in record register jointly by Railways and contractor's representative.
- (xv) Warranty/guarantee certificate of parts/item/equipment should be handover to the Railways representative while initial inspection.

b. INITIAL INSPECTION OF WAGONS OFFERED: Initial inspection of each wagon should be carried out jointly by the railways representative and the contractor's representative before taking up the work.

c. STAGE INSPECTION: The railways representative should have free access to inspect the work at any time and stage to check the quality of work. The defects and deficiencies pointed out should be recorded and attended.

d. FINAL INSPECTION: Final inspection of the wagon after completion of work on the individual wagon will be carried by the Railway's representative along with contractor before recording the measurement. The contractor has to arrange all the facilities required during all the stages of inspection at free of cost and to bear all the incidental charges required, if any, towards the testing etc. (if any).

e. Any rework advised by the consignee/Engineer's representative during Stage/Final inspection must be completed by the contractor/ contractors' staff on priority.

(10) Receipt & Acceptance of Material:

a) Inspection of material procured should be carried out strictly as specified in the

relevant drawing by Inspection Authority/Agency at contractors' site.

- b) The inspected material dispatched by the contractor must accompany with valid Challan, Invoices, Consignment Notes, Inspection Certificates and Material Test Certificates, Gate pass etc. Material received is to be verified and Challans/ Invoices to be endorsed with Signature and stamp of the Consignee or his representative at Railway Site and then to be taken on books/ records. Inspection of material by Consignee at Site(s) will be carried out on receipt of material after verification of quantity and other visual and dimensional checks of samples. The receipt Challan/ Invoice & certificates will have to be submitted to the Consignee for inspection and billings.
 - c) Contractor shall make his own arrangement for unloading, lifting and stacking of material at Railway site by engaging road mobile cranes, lifting tackles, chain pulley blocks etc.
- (11) Inspection Registers and Records:** The Contractor shall maintain their manpower attendance/records & progress of all main operations/ work and the Railway's representative/Consignee shall have access to this information at all times. Consignee will also maintain record of measurement, wagon offer memo and final work completion report of each wagon.
- (12) Instructions during welding:** The successful tenderer has to strictly follow the following instructions during welding. Violation of this will be treated as bad workmanship and penalty will be imposed as mentioned at relevant Para. It should be monitored and ensured by nominated supervisor.
- a) No welding work should be carried out on the Wagon without ensuring its proper earthing to avoid damage to the CTRB's/ Bearings. During welding, earthing cables should be in tight condition and not more than 2 feet away from the welding position such that one end with crocodile clamp or 'C' Clamp and other end with lug.
 - b) Contractor should note that welding cables should be in good condition and one end with lug other in electrode holder.
 - c) Welding cable and earthing should be properly tightened with studs of welding machine.
 - d) Gas plant of contractor should be with NRV at both sides (torch mounted & regulator mounted).
 - e) The surface to be welded shall be cleaned prior to welding to remove rust, scales. Paint, oil or grease by wire brushing or suitable manual cleaning.
 - f) To ensure sound fill up, minimum amount of tack welding will be provided. Tack weld shall be 4 times the parent material thickness & equal in quality to the finished welding.
 - g) All slag & flux will be removed before applying subsequence run-pass.
 - h) All defects like porosity, cracks & blow holes etc that appear on the weld surface shall be removed by grinding, gauging or chipping& re-welding. Subsequent pass will be applied only when the earlier pass is free of all defects.
 - i) Contractor should follow all the necessary/mandatory safety precautions as instructed/amended by any Railway officials/supervisor time to time and has made necessary safety arrangements within time otherwise strict actions will be taken.
- (13) Responsibility of contractor:**
- a) All modification works as advised by Railway Board/RDSO time to time has to be done by contractor.
 - b) Contract person must be well trained to carry out the work at height.
 - c) Material handling will be done by the contractor himself. Also no depot vehicles will be given to transport material inside depot premises.
 - d) The contractor shall bring his own tools and other necessary equipments for executing the work. No help of any kind pertaining to equipments and manpower will be provided to him.
 - e) The contractor should ensure that the works site is kept free of scraps and litters to enable proper safety and inspection of work. It should ensure compliance of safety procedures in working to prevent personal injury and loss of Railway property.

- f)** During the work execution it shall be ensured to maintain the housekeeping of the working area. Waste, dust, mud or scrap should be stacked at appropriate location or in proper bins as instructed by the consignee.
- g)** All direct or indirect costs & obligations pertaining to deployment of manpower & equipment shall be borne by the contractor.
- h)** Labours of contractor should be provided, for IN/OUT of Main Gate of Depot, with the proper identity cards for the above subject work.
- i)** The copy of police verification report of each staff deployed for the work by the contractor shall be submitted to Railway before start of work or in reasonable time (as decided by Railway Administration).
- j)** Railway administration will not be responsible for any accident due to breach of any safety norms of the depot.
- k)** Contractor shall pay to the Municipality, traffic penalty and other authorities charges as may be required by law and shall obtain all necessary licenses, permissions required by law for the activity or related to the activity. The contractor shall pay all fees, taxes and charges as may be required on account of his own operation of executing the contract. It will be the responsibility of contractor to fulfill any legal requirement needed by Railway from his side.
- l) Labour attendance register:** A register (called Labour attendance register) for daily attendance for engaged staff have to be maintained by the contractor properly showing name of the worker and Signature/thumb impression against the name of the worker. Attendance will be organized by the Engineer In- charge of firm minimum two times during a shift. This attendance register will be signed by consignee and verified by competent Railway Authority should be submitted with the bill by the successful tenderer.
- m)** The successful tenderer will have to follow the minimum wages act & all the applicable labour laws and have to pay the wages to his workers accordingly throughout the currency of the contract. It shall be the responsibility of the successful tenderer to make payment of wages, contributions to staff benefits like EPF, EPS etc. to its workers at prevailing rates and taxes to the Appropriate Government Authority and should furnish the details of payment to their workers through bank with deduction and deposit of necessary provident amount in each PF account of their workers.
- n)** The contractor has to mandatory submit valid certificate of registration of his firm with EPFO and mandatory registers their employee on EPFO (irrespective of number of workers employed in the firm) with PF no. of the workers employed for this work before start of work or latest during the bill submission without which bill shall not be passed.
- o)** The contractor shall be responsible and liable for payment of salaries, wages and other legal dues of the employees who are employed by him for the purpose of carrying out the work assigned to them by Railways irrespective of Bill payment from Railway and comply all statutory rules and regulations which may be applicable for the employees, employed by him under the terms of this contract.
- p)** Contractor should obtain work permit/authorization/labour license (if required) from Assistant Labour Commissioner, Government of Gujarat for engaging labour for the advertised work at C&W Depot Hapa as per the Contract Labour (Regulation & Abolition) Act.
- q)** The Railway shall not entertain any request or claim by the contractor's labour for any temporary/ casual/ permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labours.

(14) Warranty:

- a)** Twenty-Four (24) months warranty from the date of acceptance of work by consignee should be provided by tenderer for all supplied/installed material/ items and for the scope of work mentioned in tender documents for their satisfactory

- b) Any defects noticed during the warranty period which may be due to poor quality of work or poor workmanship or any other reason on the part of contractor should be attended by the contractor at free of cost at the destination as advised by SSE/C&W/HAPA or his representative.
 - c) Any complaint brought to the notice during the warranty period shall be attended by the contractor promptly without any extra cost within 15 days time.
- (15) In order to avoid dispute regarding date of offering of the wagon and date of completion of the particular work/activity of the wagon, the consignee of the work and contractor shall jointly record in a register duly signed by their representatives for the details of the wagon offered, work started, scheduled completion of work & the actual completion of work in each wagon on regular basis.
- (16) After complete work of each wagon contractor has to offer ready to dispatch wagon for inspection and any defect found during the inspection, contractor should rectified or rework.
- (17) Wagon shall be given to contractor for work as per requirement and according to availability of any type of wagons. It is not binding to Railway to provide particular types of wagon as the quantity of a particular wagon to be operated in the contract may increase / decrease due to any changes in the allotment from Railway board / Ministry of Railways or arising of the wagons at C&W Depot Hapa. However railways shall arrange wagons in time so that work shall be completed within the stipulated time.
- (18) Contractor should make record of daily offered quantity and completed quantity of each activity/work of different schedules with date and time along with signature of Consignee or his representative.
- (19) Contractor shall make his own arrangements for all plants and machinery required for the execution of work and deploys sufficient labours in day/night shift for timely completion of daily work in prescribed cycle time 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. If additional labour is required due to work load, contractor will depute without any extra cost. The decision to increase in manpower deployment during work is railway's right, which is binding on the contractor. Any delay on part of the contractor shall be viewed seriously. Daily out turn of wagon should not be hampered due to non-availability of labours otherwise strict actions will be taken & can be treated as an act of bad workmanship.
- (20) All work should be carried out as per RDSO Manual with latest version. However if any specification / instruction / condition is contradictory as per process/work specified above the conditions mentioned in RDSO Manual will supersede the tender conditions.
- (21) All written correspondence in respect of this contract should be addressed to the Railway Administration through him only; SSE/C&W/HAPA is authorized supervisor for this contract.
- (22) **Special conditions for getting gate pass before work start, issue of identity cards, uniforms and protective items etc.:**
- a. Before commencement of the work, the contractor shall necessarily obtain the permission to start the work.
 - b. The contractor is bound to issue Identity cards & proper uniforms with colour code to each and every staff employed by him and deployed for execution of the contract work as given below, at his own cost and also for any subsequent changes made during the execution of work shall be immediately informed to this office. If the completion period of contract work is extended then contractor has to extend the validity period of identity card also and shall necessarily obtain the permission for this. Failure on the part of the contractor to issue or extension in validity period of identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per GCC.
 - c. It is mandatory on the part of every staff, deployed by the contractor 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 persons in the Railway premises. Such persons shall be liable for prosecution as per law.
 - d. No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

Tender No. M-2026-10R-Twin-Pipe-Mod

- e.** As soon as the contract work is over or any contract worker leaves the contractor, the identity card of that worker must be returned without delay to SSE/C&W/HAPA.
- f.** The dress colour code (uniform) shall be got approved from Railway before commencing of the work. All contractors' staff shall compulsorily enter / leave and work inside the depot premises in the approved uniform.
- g.** Before commencing the work, the contractor must provide personal protective equipments (PPE) to all the contract labours deployed by him.

WESTERN RAILWAY**Contract Agreement of Works**

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature)

Railway: Designation _____
(For President of India)

Address _____

Date _____

Date _____

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

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

Tenderer's Credentials (Bid Capacity)**RAILWAY**

For tenders having advertised value more than Rs.20 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 value of the present tender. The available bid capacity shall be calculated as under:

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

A	=	Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (upto date of inviting tender), taking 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 tenderer but yet not started upto the date of inviting of tender. [Ref.: Annexure-VI of Part-I of GCC for Works-April'2022 with Advance Correction Slip No.1, issued by Rly. Bd. vide letter no. 2022/CE-I/CT/GCC-2022/Policy, Dtd. 13.12.2022]

Note:

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

(BID SECURITY)

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

Name of the Bank: -----

President of India,

Acting through.....,

..... Railway,

Beneficiary:Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

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

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

*****.

(Ref.-Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure-I of ITT of GCC for Works-April'2022)

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 <u>Annual</u> 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)

Reference Para 60.(2)

Certificate of Fitness

1. (a) Serial Number_____
 - (b) Date_____
 2. Name of person examined _____
 3. Father's Name: son/daughter of _____
 4. Residing at _____
 5. Sex _____
 6. Residence:_____
 -
 7. Physical fitness
 8. Identification marks _____
 9. 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.
5. 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.

Police Verification**PHOTO**

(of applicant,
signed
By contractor)

Sr. No.	Particulars	Detail
1.	Full Name with Aliases	
2.	Parent's Name	
3.	Nationality	
4.	Present Address in full with Police Station & District	
5.	Period of Residence	
6.	Home/Permanent Address in full with Police Station & District	
7.	Addresses with Police Stations & Districts where the applicant as resided continuously for more than 6 months in the past 05 years.	
8.	Aadhaar Number*	
9.	The applicant has been involved in a criminal case as accused (Yes/No).If yes, then details.	
10.	The applicant as been arrested in connection with a criminal case (Yes/No).If yes, then details.	
11.	The applicant as been convicted for a criminal offence. (Yes/No).If yes, then details.	

*optional

Declaration (By Applicant):I certify the above information is correct and complete to the best of my knowledge and belief.

Counter signed by:
(Contracting Railway Supervisor)

Signature of the applicant

Date:

Place:

Date:

Place:

Police Certificate

The details as stated above are correct & the above person does not have any criminal case registered or pending against him in any court of law as per official records available.

Counter Signature of Authorized
Signatory with Stamp

Schedule of Deviation

(Tenderer may add more sheets, if space is not adequate)

Tender No.	M-2026-10R-Twin-Pipe-Mod
Name of Work	Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"

We accept all General & Special clauses as specified in the Tender Documents including Corrigendum, if any, except following for which deviation is specified.

Clause	Deviation(s)

Signature & Seal of Tenderer(s)

Certificate of Employment/Partnership, etc. of Retired Railway Employees

(To be filled by Tenderer)

Tender No.	M-2026-10R-Twin-Pipe-Mod
Name of Work	Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"

I/We _____ the undersigned hereby solemnly declare and certify that I /We do not have any of our relative/ relatives employed in the Indian Railway as mentioned below:

(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 Mechanical or any other department of any of the railways owned and administered by the President of India for the time being, **OR**
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, **OR**
- iii) being an incorporated company, have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

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

Except the names as mentioned below:

1.....

2.....

3.....

and so on.

Note

- (a) Names, Designation, Name of Office, Headquarter of the Tenderer's Relative in Indian Railway to be mentioned by the tenderer(s) in 1, 2, 3 and so on above.
- (b) **If information as required as per (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.**

Signature & Seal of Tenderer(s)

Site Inspection

Tender No.	M-2026-10R-Twin-Pipe-Mod
Name of Work	Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"

I / We hereby declare and certify that I / We have inspected/investigated the site(s) of work i.e. Coaching Depot, HAPA and have fully familiarized myself/ourselves with all aspects of working restraints such as accessibility, conditions, location, Geophysical/terrain conditions etc., whereupon only rates have been quoted by me/us.

Date:**Signature & Seal of Tenderer(s)**

SCHEDULE OF APPROXIMATE QUANTITIES AND RATES

Name of Work:	Outsourcing of work for "Retrofitment of Twin Pipe Air Brake System in Wagons at C&W depot HAPA"
---------------	--

S.N.	Description of Items	Qty.	Unit	Estimated Rate in Rs. including All Material, Fabrication & GST@18%	Estimated cost in Rs.
1	Retrofitment of Twin Pipe Air Brake System in Wagons as per scope of work, cost is including GST@18%. (Qty. 01 No. = 1 Wagon)	25	No.	20000.00	500000
Total estimated cost of work (All inclusive)					5,00,000.00

(In Words- Rupees Five Lakhs Only)**Note:**

1. The above-mentioned Estimated Cost is inclusive of required material as per RDSO Drawings, Charges of Material Inspection, M&P, T&P, Manpower, consumables & GST charges@18% for execution of work.
2. The quantities shown in the above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved.
3. The Railway reserves the right to increase/decrease and /or delete or include any of the quantities given above as per the requirement of Railway.
4. Above work will be subject to the "General Conditions of Contract" for Works – April 2022 (with latest correction slip up to date) in force of Western Railway & as applicable for the subject tender in addition to the Special Terms & Conditions as laid down here in the tender document.

END OF TENDER DOCUMENT