

EASTERN RAILWAY

SEALDAH DIVISION

TENDER DOCUMENT **FOR**

Tender No.	SDSTE/Sig/T/04/26-27/RRSK
Tender Notice No.	SG.Tender/DSTE/SDAH/619
Name of the work	Patch repairing work in the section of KOAA-Circular-MJT-KBGB section of Sealdah division.

Sr. Divl. Signal & Telecom. Engineer
/Eastern Railway/ Sealdah.

EASTERN RAILWAY
TENDER FORM (First Sheet)

Tender No. SDSTE/Sig/T/04/26-27/RRSK

Name of Work - Patch repairing work in the section of KOAA-Circular-MJT-KBGB section of Sealdah division.

To

The President of India

Acting through the Sr.DSTE/SDAH/Eastern Railway.

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

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

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

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

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

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

Signature of Tenderer(s)

Date _____

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 Sr.DSTE/SDAH/E.Rly. or obtained from the office of the Chief Engineer, Eastern 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 Sr.DSTE/SDAH/E.Rly. or obtained from the office of the Chief Engineer, Eastern 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 Sr.DSTE/SDAH/E.Rly. and / or Chief Engineer, Eastern 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 Eastern Railway as applicable to Sealdah 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 **09 months** from the date of issue of acceptance letter.

TENDER FORM (Second Sheet)

GENERAL INSTRUCTION TO THE TENDERER(S) & VARIOUS CONDITION OF TENDER

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The following instructions and conditions are the part of tender/contract for the work of Signal & Telecom Department of Eastern Railway, Sealdah Division :-

- 1.(a) Sr. Divl. Signal & Telecom. Engineer, Eastern Railway, Sealdah, invites tender for the instant tender work. Tenders must be offered through the prescribed tender form as above and must be submitted in the online through available in IREPS website www.ireps.gov.in and should reach in the online on scheduled closing date & time as mentioned in NIT header of tender document. The submission of tender through online will be closed on scheduled closing date & time as mentioned in NIT header of tender document. No tender received after the time and date specified above shall be considered. Submission of manual offers against electronic tenders are not allowed and any manual offers, so submitted shall not be opened/considered.
- (b) The tender will be opened on scheduled date after closing of tender as mentioned in the NIT header of tender document, mentioned in the tender notice and rates read out in the presence of such tenderer who choose to be present.
2. **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.
- 3(a) The unit rates shall be quoted both in figures and words for each items, if allowed for bidding otherwise rate to be quoted in the bidding schedule as prescribed in IREPS website for the tender.
- (b) If there be any variation in rate quoted by the tenderer in words and in figures, then the lower of the two will be treated as final and binding if item wise rate bidding is allowed in IREPS website for the instant tender.
- (c) The rates quoted by the tenderer shall be inclusive of all kinds of taxes, duties, carrying cost, loading, unloading, GST etc. Note that GST to be quoted separately, if mentioned in the schedule otherwise to be quoted rate as per bidding schedule as shown in IREPS website. No claim for octroi or any other taxes etc. shall be entertained by the Railway at any later stage and on any ground whatsoever to be followed as per terms and conditions of tender.
- 4.(i) The tenderer shall be required to submit the Bid Security with the tender through net banking, payment gateway or as allowed only in respect of e-Tendering in IREPS website. The value of Bid Security shall be followed as mentioned under NIT header of tender document.
- (ii) **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Note: Tender notice as published should be treated as part of the instant tender document.

5. Bid Security:

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

Note:

- (i) The Bid Security shall be rounded off to the nearest Rs.100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(b) The Tenderer(s) shall keep the offer open for a minimum period of **60** days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Eastern 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) 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.

(d) If his tender is accepted,

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

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

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

(e) The Bid Security furnished in accordance with the above shall be forfeited by the Railway if the tenderer unilaterally withdraws or amends to or impairs/derogates from the tender in any respect within the period of validity of his offer to be counted after the date of opening of the tender. If the prescribed Bid Security is not submitted by the tenderer along with the offer, the tender offer will be rejected.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA of G.C.C. 2022 (i.e. **Form- 5 of the instant tender document**) and shall be valid for a period of 90 days beyond the bid validity period.

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

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document (i.e. the staff of Receive & Despatch section in the office of Sr.DSTE/SDAH) 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 (i.e. Sr.DSTE/E.Rly./SDAH, 2nd Floor, Remote Control Building, Kaiser Street, Kolkata-700014).

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.

6. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

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

Wrong/incorrect invoices issued by Contractor;
No-filing of GST returns;
Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

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

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

(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.

(d)(i) Possible fluctuation of market rates must be taken into consideration before quoting the rates and no claim on this account shall be entertained afterwards.

(ii) No scribbling is permissible in the tender documents and no special conditions are to be stipulated by the tenderer in the tender. He may opt for any proposal in a separate covering letter.

(iii) No reference to previous deposit of Bid Security and security deposit for adjustment against the present tender will be accepted and their any request for recovery from any outstanding bills for Bid Security and security deposit against present tender will not be entertained.

(e) The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiate for reduction of rates, such a negotiation shall not amount of cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderers.

(f) The tenderer/s shall sign every page of the tender document and should submit all of them along with the tender offer.

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

(h) Multiple L-1: In case of more than L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case of Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award.

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V of G.C.C. 2022 (i.e. Annexure-B of the instant tender document)**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure —V(A) (i.e. Annexure-D of the instant tender document) shall also be submitted by attorney /authorized signatory /each member of Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

7(b). **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.

7(c). **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.

7(d). **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification 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.

(e) 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.

(f) 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.

(g) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

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.

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

(i) The Railway Administration reserves the right to change or amend the drawing as and when necessary at any stage of the work. No claim of any kind whatsoever will be entertained by the Railway. In case the execution of any item of the work is held up for want of approved design of late supply of such material as are to be arranged by the Railway then such failure or delay shall in no way effect or vitiate the contractor or alter the character thereof or entitled the contractor for damages or compensation therefore but in any such case, the Railway may grant such extension of the completion date as may be considered reasonable.

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

(ii) The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr.DSTE/E.Rly./Sealdah or DSTE/E.Rly./Sealdah for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

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

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II of GCC 2022. During the currency of the Zone Contract, work orders as per specimen form Annexure-III of GCC 2022, for works not exceeding Rs. 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV of GCC 2022.

10. Eligibility Criteria for works costing above 50 lakhs :

10.1 Technical Eligibility Criteria:

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

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

(b) (1) **In case of tenders for composite works** (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

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

Similar Nature of Work

"Supply, Installation & Commissioning of Data Logger or RTUs OR Any Signal Interlocking Works involving EI OR RRI or PI OR IBS OR IBH OR LC Gate Interlocking OR Yard Modification OR UFSBI OR Track Circuit (AFTC OR DC TC) OR Axle Counter (SSDAC OR MSDAC OR HA-SSDAC) OR Automatic Signalling". to be considered as similar nature of work for the instant tender work.

10.2 Financial Eligibility Criteria:

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

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VIB of GCC 2022 (**Form-6 of instant tender document**), along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3 Bid Capacity :

The tender/technical bid will be evaluated based on bid capacity formula, detailed at Annexure-VI of IR GCC 2022 for tenders having advertised value more than Rs 10 crore wherein eligibility criteria includes bid capacity also.

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

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

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

[Explanation for clause 10 including clause 10.1 to 10.5 - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*

7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution /split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

11. Tenderer should submit the following documents for work costing above 50 lakhs:

Documents testifying tenderer previous experience and financial status should be produced alongwith the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of Eastern Railway, Sealdah division, shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past vide Annexure-AIII.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work vide Annexure-AI . Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work vide Annexure-AII respectively.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is

enclosed as **Annexure-V of G.C.C. 2022 (i.e. Annexure-B of the instant tender document)**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure —V(A) (i.e. Annexure-D of the instant tender document) shall also be submitted by attorney /authorized signatory /each member of Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi)(a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

12 (a) In addition to the above, the following documents are required to be submitted along with the bid:-

- (i) Details of work with the tenderer presently on hand vide Annexure – AIV.
- (ii) Declaration regarding association of Railway Officers/Engineers with the tenderer vide Annexure–AV.
- (iii) List of court cases of the tenderer during last five years vide Annexure – AVI.
- (iv) List of arbitration cases of the tenderer during last five years vide Annexure – AVII.

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

14. Documents also to be Submitted along with the Tender.

- (i)(a) 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.
- (b) An undertaking that my/our firm participated in the tender in the S&T Department of Eastern Railway, Sealdah Division is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which I/we am/are the partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract vide **Annexure-E**.
- (ii) **Following documents shall be submitted by the tenderer as per their constitution of firm:**
 - (a) **Sole Proprietorship Firm:**
 - (i) All documents in terms of para 10, 11 & 14 of 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, 11 & 14 of tender form (second sheet) above.
 - (c) **Partnership Firm:**

- (i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of GCC'2022.
- (d) **Joint Venture (JV):**
The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet) of GCC'2022.
- (e) **Company registered under Companies Act 2013:**
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms of para 10, 11 & 14 of 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 alongwith 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) All other documents in terms of para 10, 11 & 14 of tender form (second sheet) above.
- (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, 11 & 14 of tender form (second sheet) above.
- (vi) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (vii) 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.
- (viii) A tender from JV shall be considered only where permissible as per the tender conditions.
- (ix) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

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

(a) Should a tenderer :-

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

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

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

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

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

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

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

Note:- If information as required as per 16(a),(b),(c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract'2022.

17. JOINT VENTURE (JV) IN WORKS TENDERS:

Participation of Joint Venture (JV) in Works Tender:

This para shall be applicable for works tenders wherein tender documents provide for the same i.e. if JV firms are allowed to participate in the tender.

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

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

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

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

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

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

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

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

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

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

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

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

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

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

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

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

- 17.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.
- 17.14** Documents to be enclosed by the JV alongwith the tender:
- 17.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 17.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 17.14.3** In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (iii) A copy of Certificate of Incorporation
 - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company
- 17.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
- (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation of LLP
 - (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
 - (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
 - (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- 17.14.5** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be

submitted:

(i) A copy of Certificate of Registration

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

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

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

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

17.14.7 A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by 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.

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

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

(a) For Works without composite components

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

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

(b) For works with composite components

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above (GCC 2022), shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (nonlead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria

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

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

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

17.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 10.3 above (GCC 2022). The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

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

The available bid capacity shall be calculated as per formula and instruction given in Annexure-VI of correction slip No.1 of GCC 2022.

18. Participation of Partnership Firms in works tenders:

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

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

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The bid security shall be submitted by partnership firm 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.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - (a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the

Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of partnership deed or a copy of the partnership deed registered with the registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) All other documents in terms of para 10,11 & 14 of the tender form (second sheet) above.

18.11 **Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in para 10 of the tender form (second sheet) above.

19(1). **Security Deposit:**

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

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

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

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

19.(2) (i) **Refund of Security Deposit:**

Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

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

Note: After the expiry of maintenance/guarantee period duly certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to the firm. The Railway Administration shall be entitled to deduct from the said deposit money, any loss of damage etc., which is Railway Administration may be put to suffer by any Act of default of the tenderer and is recoverable by the Railway Administration from the contractor, and to call upon the contractor to maintain the deposit at its original limit by making further deposits. In the event of the contractor failing to make such further deposit for maintaining the Security Deposit in the manner aforesaid, the security deposit is liable to be forfeited by the Rly. Administration and the Railway Administration shall be entitled to cancel the tender.

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

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

20. Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 20(h) in favour of **FA & CAO/Eastern Railway/Kolkata:-**

- (i) A deposit of Cash to Sr.DC/E.Rly./SDAH under Sr.DFM/SDAH;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Form-7 (Annexure-XVII of GCC 2022).

Note:

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

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

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, and additional performance security shall be submitted by the bidder as below:

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

21. Deduction of Taxes (IT) :

- (a) The tenderer/tenderers may submit along with his/their tender offer, an authorized copy of Income Tax Clearance Certificate or shown affidavit duly countersigned by Income Tax Officer to the effect that he/they has/have no taxable income.
- (b) Recovery of Income Tax @2% of the gross amount from all bills including supply of materials by the Contractor will be made in terms of section 194(C) of the Income Tax Act 1961 as introduced in the finance Act 1972. The deduction of I.T. shall be increased by an Health and Education Cess 4% on I.T. amount as union of full Income Tax.

22(a). Deduction of Taxes (GST) :

GST Registration Certificate issued by appropriate authority in favour of the Company must accompany along with tender paper. GST Registration No. is to be mentioned and certified that the GST certificate is valid to the best of his knowledge on the bill at the time of payment. Please note that TDS @1% for CGST & 1% for SGST or 2% for IGST to be deducted as GST Tax at source.

22(b) DEDUCTION OF CESS UNDER GOVT. OF W.B. (LABOUR DEPARTMENT) :

Please note that “The tenderer for carrying out any construction work in West Bengal must get themselves registered from the Registering Officer under Section-7 of the Building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and Rules made thereto by the Govt. of West Bengal. The tenderer shall be required to submit certificate of Registration issued from the Registering Officer of the Govt. of West Bengal (Labour Department). For enactment of this act, the tenderer shall be required to pay Cess @1% of cost of Construction work to be deducted from each bill. Cost of materials shall be outside the purview of cess, when supplied under a separate schedule item”.

22(c) RECOVERY OF CONSERVANCY CESS CHARGES FROM THE CONTRACTOR WORKING IN RAILWAY PREMISES:

Deduction of conservancy cess charges to be recovered from the bill of all the eligible contractors following the conservancy cess charges duly circulated by Railway Board vide letter No. F(X)I/95/1/1 dtd.07.09.2021, with upto date amendment.

22(d) **Deduction of Building and Other Construction Workers' Welfare Cess (BOCWW Cess):**

"The deduction of Building and Other Construction Workers' Welfare Cess shall be done at 1% of taxable value (excluding GST)" duly circulated by Railway Board vide letter No. 2025/CE-I/CT/3/Workers Welfare Cess dtd.02.01.2026.

23. **GENERAL OBLIGATIONS:**

23.1.1 Execution Co-Relation and Intent of Contract Documents:

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

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

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

23.2.1 Law Governing the Contract:

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

23.2.2 Compliance to Regulations and Bye-Laws:

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

23.2.3 Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii) of GCC 2022.

23.2.4 Communications to be in Writing:

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

23.2.5 Service of Notices on Contractors:

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

23.2.6 Occupation and Use of Land:

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied (Conservancy Cess Charges should be recovered as per Railway Board's letter No. F(X)I/95/1/1 dtd.07.09.2021 with upto date amendment).

23.2.7 Assignment or Subletting of Contract:

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

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

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

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

\$ May be deleted if the Contractor is not a Consortium/ Joint Venture.

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

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

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

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

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.

(f) The Contractor shall indemnify railway against any claim of subcontractor.

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable). :

(k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

23.2.8 Assistance by Railway for the Stores to be obtained by the Contractor:

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

23.2.9. Railway Passes:

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

23.2.10 Carriage of Materials:

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

23.2.11 Use of Ballast Trains:

The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

23.2.12 Representation on Works:

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

23.2.13 Relics and Treasures:

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

23.2.14 Excavated Material:

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

23.2.15 Indemnity by Contractors:

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

23.2.16 Penalty for cable damage:-

[Ref: Telecom circular No. 09/2023, issued by Railway Board vide No. 2021/Tele/5(2)/3-Part(1) (3425647) dtd.12.06.23].

1. The concerned SSE/JE/Sig or SSE/JE/Tele or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.

2. Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	Rs.1.0 Lakh
Only OFC	Rs. 1.25 Lakh
Both OFC & Quad	Rs. 1.5 Lakh
Electrical Cable	Rs. 1.0 Lakh

3. Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, zonal railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility. Joint note should be forwarded by Sr.DSTE to the executive in-charge of the work. The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr.DSTE. There should be provision of appeal by contractors within one month of notice for levying penalty at ADRM level. Decision of ADRM shall be final and binding upon both parties.
4. Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works.

Enclosures : (1) Special Condition of Contract.
(2) Tender Form (Third Sheet), Form-1 to Form-7
(3) Annexure-AI to AVII & Annexure- TS-1, TS-2, A, B, C, D & E
(4) Drawing for concretization of Platform at location Box item No.12 of Sch.B
(5) Drg. No. CWM 00223

Sr.Divl. Signal & Telecom: Engineer
Eastern Railway/ Sealdah

Signature of Tenderer(s)

Date _____

EASTERN RAILWAY
SIGNAL & TELECOM. DEPARTMENT

SPECIAL CONDITIONS OF CONTRACT:

1. SCOPE:

These "special conditions", the clauses of the Tender condition and Instructions to Tenderers and for Technical Specification, the stipulations made in the Schedule of rates and quantities, shall govern the work done under this Contract, in addition to and or in part, supersession of the Eastern Railway's General Condition of Contract and regulation and instructions to tenderers and standard form of contract of Engineering Department latest embodying corrections upto date. There is any conflict between the Tender Conditions & Instructions to tenderers, special conditions, Technical Specification, Stipulation contained in Schedule of rates and quantities on the one hand and General conditions of Contract and regulation and instructions to Tenderers and Standard form of contract, the former shall prevail.

Any Special Conditions stated by the tenderer in the covering letter submitted along with the Tender shall be deemed to be a part of the contract to such extent only, as have been explicitly accepted by the Railway.

Corrigendum corrections of the items, belong to special condition of contracts are furnished below in subsequent paras.

2. RAILWAY OFFICE & ADDRESS.

List of address to which correspondence and documents relating to the contract should be sent as under:

(i) For all Policy, contractual & commercial matters.

Senior Divisional Signal and Telecommunication Engineer/ Eastern Railway/Sealdah
or his successor/nominee (whose address will be intimated in due course).

(ii) For Security Deposits/Performance Guarantee.

Financial Adviser & Chief Accounts Officer/Eastern Railway/ Kolkata or his nominee whose address will be intimated in due course.

(iii) For matters relating to particular design, working and drawings.

Sr.Divisional Signal & Telecom. Engineer, Eastern Railway, Sealdah or his successor/ nominee (whose address will be intimated in due course).

(iv) Matters relating to progressing of field work scheduling of quantities and submission of bills.

Sr.Divisional Signal & Telecom. Engineer/Eastern Railway/Sealdah or his successor/nominee.

3. EXECUTION OF WORKS

3.1 Contractor's understanding:

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

3.2. Commencement of Works:

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

3.3 Accepted Programme of Work:

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

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

Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

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

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

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

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

3.4 Setting out of Works:

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

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

4.1 Compliance to Engineer's Instructions:

The Engineer shall direct the order 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.

4.2 Alterations to be Authorized:

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.

5.1 Adherence to Specifications and Drawings:

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

5.2 Drawings and Specifications of the Works:

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

5.3 Ownership of Drawings and Specifications:

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

5.4 Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be

completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

6. **Damage to Railway Property or Private Life and Property:**

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

7. **Sheds, Storehouses and Yards:**

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

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

- 8.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 8.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 8.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

8A. **Deployment of Qualified Engineers at Work Sites by the Contractor:**

- 8A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

8A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

8A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

8.A.4 In terms of provisions of new clause to the general condition of contract (GCC), contractor shall also employ following qualified Engineers during execution of the allotted work (Ref: Railway Board's letter No. 2012/CE-I/CT/0/20 dtd.10.05.2013):

- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakhs and above.
- (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakhs, but less than Rs.200 lakhs.
- (c) Further, in case the contractor fails to employ the Qualified Engineer as aforesaid in para 8.A.4.(a) & (b) above, he, in terms of provisions of clause of GCC, shall be liable to pay an amount of Rs.40,000/- and Rs.25,000/- for each month or part thereof for the default period for the provisions, as contained in para 8.A.4(a) & (b) above.
- (d) Provision for deployment of qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified Engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing.

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

9.2 Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

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

9.3 SITE CLEARANCE:

At the end of the work in each section the contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and obstructions of all kinds according to the instructions of the railways representative. Besides he shall take all necessary steps in the course of the execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and pathways in the vicinity. If within a fortnight of completion of the particular item of site work, the refuge is not cleared, the railway will arrange to get them removed at the cost of the contractor. However, before the railway actually gets the site cleared, intimation in writing shall be sent to the contractor.

10. Facilities for Inspection:

The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the

Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

11.1 Contractor to Supply Water for Works:

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

11.2 Water Supply from Railway System:

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

11.3 Water Supply by Railway Transport:

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

11.4(a) Contractor to Arrange Supply of Electric Power for Works:

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

(b) Electric Supply from the Railway System:

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

(c) Safety of Public:

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

12 STORES TO BE SUPPLIED BY RAILWAY

(a) The required materials as per schedule will be supplied by the Railway free of cost from Railway stores/ Depot as mentioned by the authority. The quantities required would be determined by the Railway according to the quantum of work to be done as per schedule of work. The Contractor shall be responsible for checking before taking delivery that all the material given to him are in good conditions. The receipt of materials shall be acknowledged by the contractor or his representative, mentioning details of materials and their quantities on a prescribed proforma. The left-out/unused materials, if any shall be returned to Railway's Stores Depot/ by the contractor for which no extra charges shall be paid by the Railway.

(b) The contractor shall furnish an **Indemnity Bond** for a sum equal to the cost of the materials proposed to be taken by him. The quantity of materials that shall be given for execution at any time shall not exceed the value of indemnity bond furnished by him as per rule. The approximate cost of railway materials to be supplied at any instant to the contractor shall not exceed against I/bond of equivalent value.

13(a) Stores to be supplied by Contractor.

- (i) The contractor shall supply the material included in schedule at the Rly.store along with proper documents and inspection certificates, challans etc.
- (ii) The materials not included in the schedule but required to be supplied for executing the works as per schedule need not be supplied at the Rly. store, but is to be directly used at site after due inspection and certification by the Railway site engineer at site before execution.
- (iii) The contractor shall carry out such tests at his own expenses as are necessary in the opinion of the Engineer to determine that the contract is being complied with and the contractor is entitled to payment in respect thereof.

(b) Instruments to be arranged by the contractor :

All tools, plants and instruments, required for installation, testing and commissioning of the jobs will have to be arranged by the contractor at his own cost.

- (c) The site of work should be cleared by the contractor after completion of work.

14. Other Railway Stores.

If the contractor fails to supply scheduled materials of rectified quality or in time, upsetting the time schedule as per contract agreement, the Rly.may supply such materials at the own discretion considering urgent need of

the work. In such cases the cost of the materials will be deducted from the contractor's bill. The cost of the material will include.

- (i) Last Purchase rate or the latest available rate of the scheduled rate whichever is higher.
 - (ii) Plus 5% freight, 12 1/2% additional charges and 2% incidental charges.
 - (iii) Plus 100% rate as mentioned in (i) above as partly charges.
- There shall be no binding on the part of the Rly. to supply these items even if it is in Rly's stock.

15. Storage of material at site.

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

Land/space will be made available for temporary storing facility of the Rly. material delivered to the contractor for installation. But the shed/housing and protection & prevention of damage will be the responsibility of the contractor.

16.1 Handing over of Works:

The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

16.2 Clearance of Site on Completion:

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been effected 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.

17 Force Majeure Clause:

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

17A. Extension of Time in Contracts:

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

(i) Extension due to Modification:

If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) **Extension for Delay not due to Railway or Contractor:**

If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways:**

In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

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

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

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

NOTE:

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

17C. IMPOSITION OF TOKEN PENALTY FOR POOR/BAD PERFORMANCE OF WORK

The competent authority may consider levy of token penalty for poor/bad performance of the work as deemed fit based on the merit of the case.

18 VARIATIONS IN EXTENT OF CONTRACT:

Modification to Contract to be in Writing:

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

19(1) Powers of Modification to Contract:

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

- 19(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
- (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

Note:- Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should ordinarily be only through fresh tenders or by negotiating with the existing contractor, with personal concurrence of FA& CAO(C) and personal sanction of General Manager.

(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 agreement value.

- (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

19.(3) Valuation of Variations:

The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted bill(s) of materials. 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 of these Conditions of GCC'2022.

20. For decrease in quantities specified in contracts

- (a) The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (c) It should be certified that the quantity proposed to be reduced will not be required in the same work at a later stage.
- (d) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- (e) No such quantity variation limit shall apply for foundation items.

21. Signing of "No Claim" Certificate :

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

22. INSURANCE:

- (a) The contractor shall take put and keep in force a policy or policies of insurance against all liabilities of the contractor or the railway at common law or under any status in respect of accidents to persons who shall be employed by the contractor in or about the site or the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their office and depots. Such insurance shall in all respects be to the approval of the Railway Administration and if/he so requires in his name.
- (b) The contractor shall take out and keep in force a policy or policies of insurance for all materials handed over to him irrespective of whether used up in the portion of work already done or kept for use for the balance portion the work until such works are handed over to the railways. For this purpose, the works are deemed to have been handed over when final acceptance certificate is issued by the Engineer after the completion of all the acceptance test to be conducted on the works.

The contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or the material kept for use at site, in on sequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured. Such losses or damages should be the liability of the Railway.

- (c) The contractor should however, insure the store brought to site against risks in consequence of war and invasion, as required under the Emergency risk (goods) Insurance Act Force.
- (d) The contractor shall take out all insurance covers in connection with this contract with the general Insurance Corporation of India.

23. SAFETY MEASURES

- (a) The contractor shall take all possible precautions to ensure that none of this workers knowingly or otherwise cause interference to the circuits or equipments in use and give rise to unsafe conditions or dislocation of traffic.
- (b) No work shall be given above or under or adjacent to any line of the railway in consequence or which it may become necessary to found any such line or it may in any way prejudice the same for said passage of traffic until look out men and hand signal men as required by the Engineer or his representative shall have taken their duties.

- (c) The contractor shall take all precautionary measures in order to ensure the protection of their own personnel moving or working on the railway premises, but shall them conform to the rules and regulations of the railway. If and when, in the course of the work there is likely to be danger to persons in the employment of the contractor due to running traffic while working in the railway sidings and premises, the contractor shall apply in writing to the railway to provide flagmen or look out men for protection of such persons. The Railway will, however, decide as to whether it is necessary to post such flagmen for various types of work and also the number of such man required to protect the gang or gangs of contractor's staff working at site.

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

- (d) While working within station limits, especially on passenger platforms, the contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover on/or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed with a view to avoid any accident of public or to a railway staff.
- (e) The works must be carried out most carefully without any infringement of the Indian Railways Act or the General and Subsidiary rules in force on the Railway, in such a way that they do not hinder railway operation nor effect the proper functioning of or damage any railway equipment, structure or rolling stock except as agreed to by the railway, provided that all damage and disfigurement caused by the contractor to any railway or public property must be made good by the contractor at his own expenses failing which cost of such repairs shall be recovered from the contractor

MEASUREMENTS, CERTIFICATES AND PAYMENTS:

24. Quantities in Bill(s) of Quantities Annexed to Contract:

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

25(i). Measurement of Works by Railway:

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

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

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

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

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
 - (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) **Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
 - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 25(i) above.

26A. Rates for Items of Works:

- (i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all 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.
- (ii) However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- (iii) 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.

26B. Rates for Extra Item(s) of Works:

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

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

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

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

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

27(1) "On-Account " Payments:

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

27(2) Rounding off Amounts:

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

27(3) (a) On Account Payments not Prejudicial to Final Settlement:

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

(b) The principle to be followed in paying on account payment to the contractor shall be as follows :

- (i) Against items included in schedule (for only supply of materials), 90% of cost as per scheduled rate may be paid by the railways on receipt of materials at the Railway store along with inspection certificate, challan and other documents as required in the contract.
- (ii) For the items where both supply of material and work are involved or only execution involved, maximum 95% of the cost as per scheduled rate may be paid to the contractor on completion of a scheduled item of some quantities but not a part of one unit of that item. Before submitting the bills, the contractor will have to satisfy the Rly. regarding quality and quantity of the job.

28 Manner of Payment:

Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account. The details of bank particulars of the contractors to be furnished in the following manners:-

- (i) Name of the Contractors/Suppliers _____

- (ii) Name of Bank with Branch _____
- (iii) Bank's RTGS code No. _____
- (iv) Current A/c. No. _____
- (v) PAN No. _____
- (vi) GST No. _____

Please note that filling up of above mentioned para is mandatory as it is a part of the contract document and NEFT to be made accordingly in favour of the firm for his due payment against the contract, unless otherwise specified payments to the contractor.

29. **SUBMISSION OF BILLS**

All bills to be submitted to the Sr. Divisional Signal and Telecommunication Engineer, Eastern Railway, Sealdah through Supervisor of the work (IC) i.e. overall in-charge of the work and concerned officer.

30. **Payment for A.M.C. /CAMC Work**

Payment for AMC/CAMC will be made on every quarter i.e. three months @25% of the contractual amount for the year on the basis of firm's performance certificate issued by Railway's authorized representative, if otherwise not mentioned. This payment clause is specially for AMC/CAMC type of work.

31A. **Price Variation Clause (PVC):**

31A.1 **Applicability:**

Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

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

31A.2 **Base Month:**

The Base Month for 'Price Variation Clause' shall be taken as month 28 days prior to closing of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

31A.3 **Validity:**

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

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

31A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

31A.5 No price variation shall be admissible for fixed components.

31A.6 The percentages of various components in various type of works shall be as specified for all item(s) /Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given in Correction Slip No.1 of GCC 2022.

31A.7 **For signal and telecommunication work:-** The expressions and meanings assigned to the value of the work done for S&T works and formula for calculation of PVC to be followed as per clause No. 46.A.7(iii) of GCC 2022, with upto date amendment.

31A.8 **Price Variation during Extended Period of Contract:**

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

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

32. Maintenance of Works:

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other 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.

33(1) Certificate of Completion of Works:

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

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

33(2) Contractor not Absolved by Completion Certificate:

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

33(3) Final Supplementary Agreement:

After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV of GCC 2022.

34. Maintenance Certificate:

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

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

35.1 Final Payment:

On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of

such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

35.2 Post Payment Audit:

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

36(a) Warranty/Guarantee period:

Twelve Months Warranty/ Guarantee shall be ensured for all the supplied materials and workmanship of the work from the date of completion of the work except item No. 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41 & 54 of Schedule 'B' for which Warranty/Guarantee shall be 30 months from the date of supply of materials to the railway store. During the guarantee period the contractor shall be responsible for any repairs/ replacement of any defective installation free of cost.

36 (b) REFUND OF SECURITIES

The security deposit unless forfeited in whole or in part according to terms and conditions will be refunded after expiry of Warranty/ Guarantee Period i.e. **12 months** from date of completion of the work except item No. 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41 & 54 of Schedule 'B' for which 30 months warranty/guarantee shall be ensured from the date of supply of materials to the railway store and on receipt of certificate from the Supervisor concerned to the effect that the work has been satisfactorily completed in all respects as per schedule of work, 'Technical Specification', Drawings' of contract agreement and receipt of 'No claim' certificate from the contractor duly countersigned by the Engineer.

Note- Before release of full security money, proportionate security deposit against schedule item No. 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41 & 54 of Schedule 'B' to be kept under railway custody till completion of guarantee/warranty period of 30 months from the date of supply of materials to the railway store.

37 LABOUR:

Wages to Labour:

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

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

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

37.A Apprentices Act:

The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

38. Provisions of Payments of Wages Act:

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

38.A Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

38.A.1 The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

38.A.2 The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

38.A.3 The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

38.A.4 In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

38.A.5 In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

38.B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

38.C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of 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 Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned

Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."

38.D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

39. Reporting of Accidents:

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

40. Provision of Workmen's Compensation Act:

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

40.A. Provision of Mines Act:

The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

41. Railway not to Provide Quarters for Contractors:

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

42.1 Labour Camps:

The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

42.2 Compliance to Rules for Employment of Labour:

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

42.3 Preservation of Peace:

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

- (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

- (ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.
- 42.4 Sanitary Arrangements:**
The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.
- 42.5 Outbreak of Infectious Disease:**
The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.
- 42.6 Treatment of Contractor's Staff in Railway Hospitals:**
The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.
- 42.7 Medical Facilities at Site:**
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.
- 42.8 Use of Intoxicants:**
The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 42.9 Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement:**
The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- 43.1 Non-Employment of Labourers below the age of 15:**
The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.
- 43.2 Medical Certificate of Fitness for Labour:**
It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 43.3 Period of Validity of Medical Fitness Certificate:**
A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 43.4 Medical Re-Examination of Labourer:**
Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity

stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

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

DETERMINATION OF CONTRACT:

44.1 Right of Railway to Determine the Contract (Clause No. 61(1) of GCC):

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.

44.2 Payment on Determination of Contract (Clause No. 61(2) of GCC):

Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

44.3 Clause No. 61(3) of GCC:

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.

45.1 Determination of Contract owing to Default of Contractor (Clause No. 62(1) of GCC):

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Clause 8 of the Instructions to Tenderers of GCC.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 of Tender Form (Second Sheet) of Annexure-I available in the Instructions to Tenderers or GCC.
- (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 Clause 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these conditions of GCC.
- (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) 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, 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, as the case may be) should be issued.

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

45.2 Right of Railway after Rescission of Contract owing to Default of Contractor (Clause No. 62(2) of GCC):

In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted:

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

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

- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee 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 these conditions of GCC.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES-INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

46. Conciliation of Disputes:

(i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

(ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of

issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

(iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

(iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

(v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

(vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

(I) Appointment:

- i. For any value of claim in question Sole conciliator shall be appointed as per Clause-63 of GCC.
- ii. Serving Gazetted Railway Officers (Senior Administrative Grade) as Sole Conciliator shall be appointed to deal all claim case(s) arises in particular contract for which he has been appointed. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.
- iii. Before start of proceedings, Sole conciliator shall give the following certificate to the Railway and the Contractor:

"I have no any post or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality. "
- iv. In case of transfer within Zone, Conciliator may continue even after his transfer provided condition in Para (ii) above is met.
- v. In case of transfer in other Zone, new conciliator shall be appointed.

(II) Qualification of Conciliator

- i. Serving Gazetted Railway Officers of not below Senior Administrative Grade may continue as conciliator in a case which he is already dealing with, even after his retirement, on same terms & conditions.
- ii. While appointing Conciliator due care shall be taken that he is not the one who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

The honorarium payable to Conciliator shall be Rs. 1000 per day and Rs. 500/- per half day subject to maximum of Rs. 10,000/- per claim.

46.1 Matters Finally Determined by the Railway:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) & 63.2.11 of the Standard General Conditions of

Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

46.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

46.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

46.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

46.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

46.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

46.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

46.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

46.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

46.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

46.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

46.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

46.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

46.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

46.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

46.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

(I) Appointment:

As per Clause-63.2 of GCC.

(II) Qualification of DAB member

- i. Retired Railway Officer who has retired from Senior Administrative Grade or higher post. The officer must have superannuated at least one year before the date of appointment as DAB member.
- ii. Age of 'DAB members' at the time of appointment shall be below 70 years.
- iii. While appointing 'DAB members' due care shall be taken that they are not the those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servants expressed views on all or any of the case under dispute or differences.

(III) Fee Structure

- i. Lump sum fee of Rs. 4,000/- per sitting per day of 2 hrs or more is payable to each DAB member subject to maximum of Rs. 24,000 for each half yearly claim. In case lump sum claims are received for period exceeding 6 months & upto 2 years, upper limit will be Rs. 32,000/- and if claims received for period more than 2 years, upper limit will be Rs. 40,000/-.
- ii. In addition to (i) above, DAB fee of Rs. 25,000/- is payable on final award for each DAB member per half yearly claim or per consolidated claims for period exceeding 6 months & upto 2 years or per consolidated claims for more than 2 years.
- iii. Every member in DAB will be entitled to the same fee.
- iv. DAB members shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04. 19 & 04.09.19 to the extent applicable.

(c) Panel for Conciliator and DAB

- i. Power to form the panel for the appointment of Conciliator and DAB shall lie with GM/AGM.
- ii. An **Conciliator/DAB members** may be appointed notwithstanding the total number of cases in which he has been appointed in the past. However total number of cases on hand (*including Arbitration/DAB/Standing Arbitration Tribunal/Conciliation*) should not be more than 10 in number.

47 Demand for Arbitration:

47.(1)(i)(a): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in

any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions (GCC 2022), the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

47.(1)(i)(b): Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/tenders, especially in large contracts.

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

47.(1)(i)(d): Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

47.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

47.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

47.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

47.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

47.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

47.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

47.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

47.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

47.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

47.(3) : Appointment of Arbitrator:

47.(3)(a): The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager.

47.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager/Additional General Manager. Contractor will be asked to suggest to General Manager/Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.

47.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-

- i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in/pdf/Engineers.pdf>
- ii. A formal request for nomination shall be submitted to ICA, accompanied by:-
 - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - b. A copy of the relevant contract and any supporting documents.
 - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

47.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

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

47.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

47.(3) (c) (ii):

- (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

47.3(c) (iii): (i) Qualification of Railway Empanelled Arbitrator (s):

- a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
 - b) Age of arbitrator at the time of appointment shall be below 70 years.
 - c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
 - d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
 - e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 64(3)(a), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above (GCC 2022), due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s)

expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI (GCC 2022) shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

47.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

47.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

47.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

47.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

47.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

47.(6): The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV (GCC 2022) to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV (GCC 2022) to these conditions after/ while referring these disputes to Arbitration.

47.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of the Standard General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

47.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

47.(9) Regarding master policy for Dispute Redressal Mechanism:- Guidelines for appointing the Conciliator/DAB member/SAT member/Arbitrator(s) and fee payable to vide Railway Board's Letter No. 2009/CE-I/CT/14/Main dtd.11.07.24 shall be followed.

47.(10) Clarification on applicability of GCC Correction Slip No.10:- The guideline of GCC Correction Slip No.10 shall be applicable as per instruction of Railway Board vide letter No. 2022/CE-I/CT/GCC-2022/Policy (3389822) dtd.24.06.25.

48(a) Illegal Gratification:

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

i) **“Corrupt practice”:** making offers, solicitation or acceptance or bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) **“Fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure contract or in execution of the contract;

iii) **“Anti-competitive practice”:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **“Coercive practice”**: any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract.

v) **“Conflict of interest” (COI)**: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) **“Undue Advantage”**: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;

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

48(b) Punitive Provisions:

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

i) If his bids are under consideration in any procurement

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

ii) If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provision in addition to above:

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

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

49. Points to Note

In addition to above general and special terms and condition, all other terms and condition of tender as laid down in the Standard General Condition of Contract’2022 with up to date amendment if any related to works tender shall be applicable in the instant tender.

Encl: As above.

Sr.Divl. Signal & Telecom: Engineer
Eastern Railway, Sealdah

LIST OF FORMS & ANNEXURES

1. Form No. 1 - Agreement.
2. Form No. 2 - Acknowledgement for receipt of materials / cables.
3. Form No. 3 - Tender Form Third Sheet.
4. Form No. 4 - Final supplementary agreement.
5. Form No. 5 - Bank Guarantee Bond for Bid Security.
6. Form No. 6 - Annual Contractual Turnover Certificate
7. Form No. 7 - Insurance Surety Bond for Performance Security (Annexure-XVII of GCC 2022)
8. Annexure-TS-1 - Specification of item No. 50 of Sch-B
9. Annexure-TS-2 - Specification of item No. 51 of Sch-B
10. Annexure-A - General Note of Schedule of work
11. Annexure-B - Format for document verification certificate mandatorily to be submitted/ uploaded by the tenderer along with the tender documents.
12. Annexure-C - Drawing of galvanized Cable clamp assembly
13. Annexure-D - This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc.
14. Annexure-E - Format of an undertaking to be submitted stating that the firm is not blacklisted or debarred etc.
15. Annexure-AI - Details of personnel and organization of the tenderer.
16. Annexure-AII - Details of plant and machinery with the tenderer.
17. Annexure-AIII - Details of work carried out in the past.
18. Annexure-AIV - Details of works with the tenderer presently on hand.
19. Annexure-AV - Declaration regarding association of Railway officers/ engineers with the tenderer.
20. Annexure-AVI - List of court cases of the tenderer during last five years.
21. Annexure-AVII - List of Arbitration cases of the tenderer during last five years.
22. Drawing for concretization of Platform at location Box item No.12 of Sch.B
23. Drg. No. CWM 00223

FORM – 1

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 hereinto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

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

Contractor _____ (Signature) Railway: Designation _____
Address _____ (For President of India)
Date _____ Date _____

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

Witnesses:

Form -2

ACKNOWLEDGEMENT FOR RECEIVING MATERIALS AND CABLE FROM RAILWAY

Station :

Date :

To
The Chief Signal Inspector/Telecom Inspector.

Sir,

Sub : Receipt of material/and cable from Railway.

It is hereby acknowledged that the following materials / and cable as detailed have
been received in full and good condition by me at _____
for the work coming under the Agreement No. _____
dated _____.

Sl. No.	Description of Materials/Cable	Quantity (Meters/Nos.)	Remarks if any
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Witnessed by :

Signature of Contractor or
Contractor's Representative

Signature of Engineer or
his Representative.

TENDER FORM (Third Sheet)

Name of Work: Patch repairing work in the section of KOAA-Circular-MJT-KBGB section of Sealdah division.

BILL OF QUANTITIES

Non Standard/Standard Schedule of Rates (SSOR) Items:

Sl. No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures (Rs.)	Amount without GST (Rs.)
Scheduled 'A' (SOR Item) :-					
1	Shifting/lifting of location box to facilitate earthwork of Engg/Con. This includes filling with sand and plastering inside location box. Note : All the materials like Sand ,Cement etc. will be supplied by the contractor.	5	No.	2338.14	11690.70
2	Supply of full size apparatus case (Large) (as per DRAWING NO. SW SK NO. 4/90 & other applicable GKP SW Drawing). This includes supply of location box (GKP type) with 'E' type lock & key, fitted on location door on both side, E Type lock (ward No. will be specified by Engineer-in Charge) as per RDSO Drg. No. SA 3376 and Key to Drg. No. 3377 as per RDSO drawing No. RDSO/S-11500. Inspection : Consignee subject to procurement from RECOMMENDED LIST OF FIRMS FOR MECHANICAL SIGNALLING ITEMS	5	NO	11793.22	58966.10
3	Fixing by slotted angle, wiring of terminal strips, hylam strip, relays, fuses with base, fixing of hard wood shelves for Full size Apparatus Case with termination & Earthing of cables and wiring with lettering as required including supply of slotted angles, wires, ferrules for marking and miscellaneous materials per location to be supplied by contractor. (all materials except relay, terminal strips, Bakelite strip, fuses with base and hard wood shelves to be supplied by the contractor). Wires to be used for this purpose should be procured from RDSO'S approved firm and to be inspected by RDSO. [Quantity of wires to be specified by contractor]. NB-power cable to be terminated with proper lugs and required buss bar and other terminals to be supplied by the contractor. Inspection : Consignee	5	NO.	4093.22	20466.10
4	Supply of paper base hylam sheet 12 mm thick. Inspection: consignee.	5	SQ MTR	4550.85	22754.25
5	Supply of PBT ARA terminal, 6 WAY, DRG. No. 23756, ALT-3. as per IRS Spec. No. IRS: S-75-2006(REV-2) or Latest. Material to be procured from RDSO's approved firm only. Inspection: RDSO.	100	NO.	411.02	41102.00
6	Supply of fuse block (PBT) to spec.no.IRS-S-75/2006(REV-2) OR LATEST, DRG.NO.SA-23748 with fuse inserts cartridge, non-deteriorating type to spec.IRS-S-78/92 with latest amendment, to be mounted inside the location box on hylum sheet. Fuse Base Inspection: -RDSO.	20	NO.	150.85	3017.00
7	Supply of fuse block (PBT) to spec.no.IRS-S-75/2006(REV-2) OR LATEST, DRG.NO.SA-23748 with fuse inserts cartridge, non-deteriorating type to spec.IRS-S-78/92 with latest amendment, to be mounted inside the location box on hylum sheet. Fuse, non-deteriorating(2A/6A/10A/16A) type, cylindrical(IIRS-S-78/92) Inspection: -RDSO.	100	NO.	51.69	5169.00

8	Casting, concreting and curing of concrete foundation ((in ratio 1:3:6), erection and installation of Full size Apparatus Case (GKP type)/Stainless Steel (SS) Apparatus Case as per DRG.NO. S&T/C-6/98(NKG) with 'E' type lock on CC foundation. This includes cost of all materials required for fixing holding down bolts, casting, concreting. Note: - bolts, nuts and washers, bitumen compound to be supplied by contractor and bitumen compound to be used in between apparatus case and foundation as per site engineer. This also includes bottom of apparatus cases filled with sand and the outside covered with masonry work and neat cement plastering. Note: - i) Location boxes to painted with anti-corrosive paints as per IS:- 9862-1981, one and half feet from the bottom, on all surfaces-both inside and outside. ii) Location box will be supplied by Rly.	10	NO.	2993.22	29932.20
9	Dismantling of location box / RCC Goomty including all its accessories & concrete foundation.	5	NO.	551.69	2758.45
10	Transportation of HDT machine with accessories including handling of stores materials, preparation of site and boring (boring size upto 175mm) for laying of (i) three (03) nos. Of 40mm HDPE pipes & one (1) 50mm HDPE pipe or as per site engineer for placing and for crossing of signalling /telecom. Cable through HDPE pipe at bridges/ culverts/ track crossing/ pucca road crossing, boring trench shall be minimum 03 (three) meter below the river bed and 01(one) meter below the track/road/pucca road crossing area. This includes supply of permanently lubricated HDPE telecom. Ducts (i) 40mm/33mm & 50mm/42mm (with chord) as per RDSO SPEC. NO. RDSO/SPN/TC/45/2013 REV. 2.0 with latest amendments or as per specification no. TEC GR. NO. G/CDS-08/02, NOV.2004 OR LATEST. For each km. of HDPE duct the following items are to be supplied (a) end plugs - 02 nos. (b) cable sealing plugs - 02 nos. (c) plastic couplers slip fit / push fit type - 02 nos. (d) end plugs to be provided along with drum - 02 nos. Note: - cost of fuel and all other items which will be required for laying of cable through HDPE pipe. The work shall be executed as per site engineer. Note: Hiring of HDT machine is also included in this scope of description.	100	Mtr	1489.83	148983.00
11	Supply of 40 mm dia permanently lubricated HDPE telecom: ducts (with chord) as per RDSO SPEC.NO. RDSO/SPN/ TC/ 45/ 2013 REVISION 2.0 with latest amendments or Latest in length of 1000 mtrs/roll for each km. Of HDPE duct following items are to be supplied (a) end plugs-2 nos. (b) cable sealing plugs - 2 nos. (c) plastic couplers slip fit/push fit type-2 nos. (d) end plugs to be provided along with drum 2 nos. Inspection: consignee	0.2	KM	53277.12	10655.42
12	Supply of cast iron offset bracket for Main Signal with U clamps, nuts, washers complete DRG. NO. SA-23080/ADV/ALT-1. RDSO SPEC. NO. IRS-S-10/78. Inspection: consignee. Note : Offset bracket has to be connected wherever necessary as per site engineer.	2	No.	2129.66	4259.32
13	Supply of offset bracket for position light Shunt Signal (90mm outside Dia.) post with U clamps, nuts, washers complete Inspection : Consignee subject to procurement from RDSO approved vendors	2	no.	1729.66	3459.32
14	Supply of magneto telephones with all accessories including supply of 2 nos. Dry cell for each telephone with wooden battery box. (i) SPEC.FOR magneto telephone - IRS-TC-79/2000.AMD-1 or latest. Inspection : Consignee	2	NO.	2973.73	5947.46
15	Supply of V.F. Transformer 1120:600/470 :1120 as per IRS:TC-22/76 or latest. Type - Cylindrical Inspection : Consignee	50	NO.	620.34	31017.00
16	Supply of KEY LOCK 'E' type to Drg. No. SA-3376/M (IRS) Alt.-2 (with latest Alt if any) and KEY to Drg. No. S-3377/M (IRS) to ward No. as per site requirement and RDSO specification No. IRS: S- 30/64 (with Amdt. up to date if any). Inspection: RDSO.	2	No.	938.14	1876.28
17	Supply of Top Plate with buttons as per requirement of Domino type of control panel suitable for domino size 54 x 34 mm.Make- Deltron Inspection: Consignee	2	No.	205.93	411.86
18	SUPPLY OF ELECTRIC KEY TRANSMITER (ROTARY TYPE) FOR L.C. GATE CONTROL/ CRANK HANDLE ARRANGEMENT AS PER SPEC. NO. IRS:S-21/2001 (REV.1) & DRG. NO. SA-22601 (ALT. 4) (OR LATEST). MATERIAL TO BE PROCURED FROM RDSO APPROVED FIRM ONLY. INSPECTION : RDSO. NOTE : THE WARD NO. OF KEY SHALL BE ADVISED BY THE RAILWAY SITE ENGINEER.	2	NO.	6224.58	12449.16

19	INSTALLATION, WIRING, TESTING & COMMISSIONING OF ELECTRIC KEY TRANSMITTER FOR L.C. GATE CONTROL/ CRANK HANDLE ARRANGEMENT AS PER APPROVED DIAGRAM FOR NORMAL OPERATION AND EMERGENCY INTERLOCKED KEY (PROVIDING COVERING BOX WITH LOCKING ARRANGEMENT ON THE WALL OF GATE LODGE/ CABIN) AS PER THE INSTRUCTION OF RLY. SITE ENGINEER. ONLY ELECTRIC KEY TRANSMITER WILL BE GIVEN BY THE RAILWAY.NOTE : IN CASE OF REPLACEMENT OF ELECTRIC KEY TRANSMITTER (EKT), THE ABOVE WORK ALSO INCLUDES DISMANTLING OF THE EXISTING EKT AND/OR COVERING BOX BEFORE REPLACEMENT, AND TRANSPORTATION & DEPOSITION (INCLUDING LOADING & UNLOADING) OF EKT TO THE STORE OF SSE/SIGNAL/STORE/SDAH AND/ OR AS ADVISED BY THE RAILWAY AUTHORITY.	2	NO.	5759.32	11518.64
20	Supply of Motorised boom locking set (consisting of locking arrangement for two booms) . The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Make-as per site requirement Inspection: Consignee	1	SET	29252.54	29252.54
21	Supply of Power contractor/Relay for motor 24V DC, MAKE L&T MLO/SIEMENS / SCHNEIDER or SIMILAR. The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Inspection: Consignee	2	No.	1740.68	3481.36
22	Supply of PMDC MOTOR 24V DC, 90W/1500RPM .The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Note:- This is along with the Pinion. Inspection: Consignee	2	NO.	11289.83	22579.66
23	Supply of boom lock PMDC MOTOR 24V DC, 40W/1500RPM .The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Note:- This is along with the Pinion. Inspection: Consignee	2	NO.	2094.92	4189.84
24	Supply of PUSH BUTTON with ELEMENT . The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Note:- This is along with the Push Button. Inspection: Consignee.	2	NO.	337.29	674.58
25	Supply of TIMING BELT(277L). The material will be as per RDSO Specn. No. RDSO/SPN/208/2012/Ver.2.0 and Amendment 1 or latest. Inspection: Consignee.	4	NO	847.46	3389.84
26	SUPPLY OF GEAR BOX WITH CONNECTING LEVER (03 PIECES WITH BOX PIN) FOR USE IN PEDESTAL OF ELECTRICALLY OPERATED LIFTING BARRIER GATE AS PER RDSO SPECIFICATION NO. RDSO/SPN/208/2012, VER. 2.0 OR LATEST.Make- As per site requirement INSPECTION : RDSO.	1	NO.	35500.00	35500.00
27	SUPPLY OF LIMIT SWITCH LS1 AND LS2 J02TPRA, 2NO 2NC - 1 NO. FOR GEAR BOX OF PEDESTAL, AS SPARE PARTS FOR ELECTRICALLY OPERATED LIFTING BARRIER GATE AS PER RDSO SPECIFICATION NO. RDSO/SPN/ 208/2012, VER. 2.0 OR LATEST. THIS INCLUDES DISMANTLING & RELEASING OF THE EXISTING PORTION. MAKE : BCH or SIMILAR (As per the site requirement).Note :- Limit switches should be suit with the wirings of existing ELB . Inspection: consignee	5	NO.	749.00	3745.00
28	SUPPLY OF HEAD LOCK LIMIT SWITCH JLSLA-2NO. 2NC. FOR MOTORIZED LOCK BOX, AS SPARE PARTS FOR ELECTRICALLY OPERATED LIFTING BARRIER GATE AS PER RDSO SPECIFICATION NO. RDSO/SPN/208/2012, VER. 2.0 OR LATEST. THIS INCLUDES DISMANTLING & RELEASING OF THE EXISTING PORTION. MAKE : BCH or SIMILAR (As per the site requirement). Note :- Limit switches should be suit with the wirings of existing ELB . Inspection: consignee	5	NO.	1180.00	5900.00
29	Supply of complete operating and transmission system of L.C. gate right from winch machine to L.C. gate. This item includes supply of all the materials required like foundations, cranks, joints, wires, wire insulators, wheels, arc lever etc by contractor. Inspection: consignee & materials to be procured from original manufacturer or dealer.	1	No.	78228.81	78228.81

30	Supply of boom locking arrangement complete as per DRG. NO. SA-8158/M(ADV).1) pole lock base as per RDSO's DRG. NO.8159/M (ADV). specification no. GR.FG-200. IS-210-78. IRS-S-10.2). Pole lock cover as per RDSO'S DRG. NO. S-8160/M specification no.GR. FG200.IS-210-78. IRS-S-10. And one set consists of one lock and one cover including all accessories as required. Material to be procured from approved list of firms for manufacturer & supply of mechanical signalling item. Inspection: Consignee	1	No.	33493.22	33493.22
31	Painting two coats of enamel paint over one coat of Red Oxide primer on the following items after scrapping and cleaning of the surface wherever necessary. Primer and Paints both of any reputed make are to be supplied by Contractor. The work shall be done as per instructions of rly engineer at site and extant practice on E Rly on location boxes, signal posts, TLJB. This includes lettering/Numbering of signals,TLJB & Block joints if any, apparatus Cases, gate booms ,etc , Description writing , legibly and neatly inside location boxes , relay hut, gate lodge etc. - for LC Gate. Inspection: Consignee.	2	LOT	5540.68	11081.36
32	Installation of Electric Point Machines (143mm stroke type/220mm stroke type-TWS) on MS plate fixed on wooden/ concrete sleepers complete with fixing of junction boxes, ground connections including smithy works involved, insulation of MS plate on which the point machine is to be fixed from the gauge tie plate involving riveting/welding of angle cleats, installation of point JB, termination adjustment for operation of points by crank handle, painting and lettering as required including wiring, testing and commissioning. Note: MS plate/flat/angle /angle cleats, paints, bolts & nuts and washers of sizes as required for fixing the point machine shall be supplied by the contractor except point machine.Note : i) Point Machine & Ground Fittings to be supplied by Rly.ii) Dismantling and refixxing of existing EPD in case of DoobleSlip/Diamond Xing	10	No.	8819.49	88194.90
33	Supply of Point insulation Complete set as per RDSO/SPN/168/2005 for 1.Switch bracket'D' bracket insulation for IRS point machine - One set comprises of (a)Side plate LH to Drg.No.S-3266 - 1 No. (b)Side plate RH to Drg.No.S-3265 - 1 No. (c)Insulating bush to Drg.No.S-3199 - 4 Nos.(d) Insulating washer to Drg.No.S-8640 - 4 Nos., 2.Split-Stretcher bar 2.1 Insulation for Leading stretcher bars(BG) each set comprising of (a) Insulating plate for leading insulated stretcher bars BG as per RDSO Drg.No.T-10384 – 2 Nos. (b) Insulating bushing for leading insulated stretcher bars for BG as per RDSO Drg.No.T-10535- 4 Nos. (c) Insulating Washer for insulated stretcher bar BG as per RDSO drg.No.T-10371 – 6 Nos.2.2 Insulation for following stretcher bars BG. Each set comprising of: (a) Insulating side plate for insulated stretcher bars BG as per RDSO Drg.No.T-10367 – 3 No. (b) Insulating bushing for insulated stretcher bars BG as per RDSO Drg.No..T-10368 – 6 Nos. (c) Insulating washer for insulated stretcher bars BG as per RDSO Drg.No.T10371 – 12 Nos. 2.3 Insulation of 'L' Bracket & 3. Gauge tie plates (52 Kg/60Kg as per site requirement) Insulation for (BG) complete with insulating bush and washereach set comprising of: (a) Insulating plate for insulated tie plate BG as per RDSO Drg.No.T-10372-1 No. (b) Insulating bushing for insulated stretcher bar BG as per RDSO Drg.No.T10368 – 3 Nos. (c) Insulating Washer for insulated stretcher bar BG to IRS 40/84 as per RDSO drg.No.T-10371 – 6 Nos. Inspection: Consignee subject to procurement from RDSO approved vendors	10	set	1044.07	10440.70
34	Erection, Fitting and Rail connection of Track Lead Junction Box on two supports (FRP stumps) with contractor's fixing material. This will include drilling of holes for track lead/side connections on rail. The work shall be done as per instructions of Rly engineer at site	10	No.	1115.25	11152.50
35	Supply, Fabrication and Fixing of Retro reflective Nomenclature Board of size 254 mm x 358 mm made of 2mm thick aluminium sheet & high intensity prismatic (hip) grade retro reflective sheet (TYPE -IV) including fixing arrangement for fixing them on existing post per DRG. NO. S&T/SDAH/SK-1386 and as per standard practice. Inspection: Consignee subject to procurement from RDSO approved vendors	10	NO.	316.10	3161.00
36	Supply and installation of P/ C / G/ A/ AG marker (size 250mm dia circle) high intensity prismatic(TYPE-IV) retro reflective sheet over 2 mm thick aluminium sheet & letter will be screen printing (250 mm dia circle) as per drg. S&T/SDAH/SK-1383 and technical specification attached. This will include cost of all materials including fixing clamp required for this work. Inspection: - Consignee	10	No.	466.10	4661.00

37	Casting, concreting & curing of foundation for Main signal including cost of all materials required for casting and concreting. All materials required for execution will be supplied by the contractor including cement, sand & stone chips as per DRG. NO. S&T/C-42(NKG).	4	NO.	6834.75	27339.00
38	Installation, erection and wiring of CLS unit, post, ladder & base LED unit including paying out of tail cable from location box and earthing of CLS (LED type). This includes supply of non - metallic (FRP) colour light signal housing multi-unit type for Rly. Signalling suitable for RE Area 2 Aspect complete without lenses, lamps and signal transformer as per DRG. NO. SA 23001/A/M(ADV), ALT.8 and as per SPEC. NO. RDSO/SPN/194/2006 (VER1.0) OR LATEST. FRP material as RDSO SPEC NO. RDSO/SPN/151/1997 OR LATEST. All drawings should be as per latest. Materials to be procured from RDSO's approved firm only. Note: Signal unit should be compatible to 'LED' type. Note: installation, erection & wiring of signalling unit includes LED signal lighting unit including current regulator. This also includes protection of unit from rain water. :- SUPPLY Inspection: Consignee	1	No.	22527.97	22527.97
39	Installation, erection and wiring of CLS unit, post, ladder & base LED unit including paying out of tail cable from location box and earthing of CLS (LED type). This includes supply of non - metallic (FRP) colour light signal housing multi-unit type for Rly. Signalling suitable for RE Area 2 Aspect complete without lenses, lamps and signal transformer as per DRG. NO. SA 23001/A/M(ADV), ALT.8 and as per SPEC. NO. RDSO/SPN/194/2006 (VER1.0) OR LATEST. FRP material as RDSO SPEC NO. RDSO/SPN/151/1997 OR LATEST. All drawings should be as per latest. Materials to be procured from RDSO's approved firm only. Note: Signal unit should be compatible to 'LED' type. Note: installation, erection & wiring of signalling unit includes LED signal lighting unit including current regulator. This also includes protection of unit from rain water. Execution.	1	NO.	1405.08	1405.08
40	Installation, erection and wiring of CLS unit, post, ladder & base LED unit including paying out of tail cable from location box and earthing of CLS (LED type). This includes supply of non - metallic (FRP) colour light signal housing multi-unit type for Rly. Signalling suitable for RE Area 3 Aspect complete without lenses, lamps and signal transformer as per DRG. NO. SA 23001/A/M(ADV), ALT.8 and as per SPEC. NO. RDSO/SPN/194/2006 (VER1.0) OR LATEST. FRP material as per rdso spec no. Rdso/spn/151/1997 or LATEST. All drawings should be as per latest. Materials to be procured from RDSO's approved firm only. Note: Signal unit should be compatible to 'LED' type. Note: installation, erection & wiring of signalling unit includes led signal lighting unit including current regulator. This also includes protection of unit from rain water. Execution.	2	NO.	1993.22	3986.44
41	Installation, erection and wiring of CLS unit, post, ladder & base LED unit including laying out of tail cable from location box and earthing of CLS (LED type). This includes supply of non - metallic (FRP) colour light signal housing multi-unit type for Rly. Signalling suitable for RE Area 3 Aspect complete without lenses, lamps and signal transformer as per DRG. NO. SA 23001/A/M(ADV), ALT.8 and as per SPEC. NO. RDSO/SPN/194/2006 (VER1.0) OR LATEST. FRP material as per rdso spec no. Rdso/spn/151/1997 or LATEST. All drawings should be as per latest. Materials to be procured from RDSO's approved firm only. Note: Signal unit should be compatible to 'LED' type. Note: installation, erection & wiring of signalling unit includes led signal lighting unit including current regulator. This also includes protection of unit from rain water. Supply Inspection: Consignee	2	NO.	23143.22	46286.44
42	Installation, erection and wiring of CLS unit, post, ladder & base LED unit including paying out of tail cable from location box and earthing of CLS (LED type). This includes supply of non - metallic (FRP) colour light signal housing multi-unit type for Rly. Signalling suitable for RE Area 4 Aspect complete without lenses, lamps and signal transformer as per DRG. NO. SA 23001/A/M(ADV), ALT.8 and as per SPEC. NO. RDSO/SPN/194/2006 (VER1.0) OR LATEST. FRP material as per rdso spec no. Rdso/spn/151/1997 or LATEST. All drawings should be as per latest. Materials to be procured from RDSO's approved firm only. Note: Signal unit should be compatible to 'LED' type. Note: installation, erection & wiring of signalling unit includes led signal lighting unit including current regulator. This also includes protection of unit from rain water. Supply. Inspection: Consignee	1	NO.	26087.29	26087.29

43	Installation, erection and wiring of CLS unit, post, ladder & base LED unit including paying out of tail cable from location box and earthing of CLS (LED type). This includes supply of non - metallic (FRP) colour light signal housing multi-unit type for Rly. Signalling suitable for RE Area 4 Aspect complete without lenses, lamps and signal transformer as per DRG. NO. SA 23001/A/M(ADV), ALT.8 and as per SPEC. NO. RDSO/SPN/194/2006 (VER1.0) OR LATEST. FRP material as per rdso spec no. Rdso/spn/151/1997 or LATEST. All drawings should be as per latest. Materials to be procured from RDSO's approved firm only. Note: Signal unit should be compatible to 'LED' type. Note: installation, erection & wiring of signalling unit includes led signal lighting unit including current regulator. This also includes protection of unit from rain water. Execution	1	NO.	2313.56	2313.56
44	Dismantling of existing main signal including dependent shunt signal, calling on signal if any, fitted on the same post along with signal post, signal unit, ci base without damaging any part.	5	No	1032.20	5161.00
45	Supply of Disconnect Terminal Block, Screw less type, 4-wire front entry (Two in-put & Two out-put) The colour will be decided by Engineer - in - Charge. (Preferably In Blue, Red & Grey Colors in the ratio of 1:2:3) Inspection : Consignee	500	NO	46.61	23305.00
46	Supply of End plate 2.5mm/0.091 in thick as per site requirement. Inspection : Consignee	60	NO	8.47	508.20
47	Supply of End Stopper 10mm/0.0394 in width as per site requirement . Inspection : Consignee	60	NO	8.47	508.20
48	Supply of Carrier Rails for above 35mm x 7.5mm, 1mm/0.039 in thickness un-slotted type as per site requirement. Inspection : Consignee	20	MTR	92.37	1847.40
49	Supply of Double Wall Corrugated (DWC)-HDPE pipe/duct of size 200 mm outer dia, & 175 mm inner dia. It includes supply of Double Wall Corrugated -HDPE pipe/duct as per RDSO Specn.No. RDSO/SPN/204/2011 (version 1.1) or latest and conforming to ISI Spec. No.IS:14930, Part-II. (The manufacturers, suppliers must produce valid IS license and should be certified under ISO 9000 and shall submit copy of certificate). One of the following coupling arrangements should also be supplied with each pipe as per the site requirement.1) Suitable snap fit coupler with rubber O-Ring 2) Spacers3) Tees4) Bend,5) End-cap DWC pipe shall be marked at every 1 mtr length in such a way that manufacturer's name, vendor name and year of manufacture can be easily identified. Inspection : Consignee.	100	MTR	336.44	33644.00
50	Placing of DWC/HDPE/RCC/GI pipes along with collars in trenches at places near track and road, crossings, platform cuttings etc.	100	MTR	26.27	2627.00
51	Termination of Outdoor Cables (Main Cables /tail cables) at both ends in location boxes, cable termination rack in relay room, station building, generator room etc. The item includes dressing of cables and wires with dressing threads as per standard practice. All material required for this item will be supplied by contractor. The outdoor cable shall be terminated in Relay Room, DG Room, ASM Room etc under supervision and instructions issued by Engr. incharge of the work. Inspection : Consignee	540	Per conductor	7.63	4120.20
52	Excavation of cable trench as per cable route plan, 1.2 Mtr. deep and of 0.3 Mtr. to 0.6 Mtr. wide at bottom without brick as per DRG. NO. S&T/C-40(NKG), SK/4/95/NKG, SK/8/95/NKG. or latest alongside the track in all kinds of soil, conforming to distances as per cable route plan and refilling. This work includes clearing of route from bushes etc. The work shall be done as per the extant practice on Eastern Railway and instructions of Railway Engineer at site. Note:-(a) for all trenches from distant signal to home signal and to relay room, the minimum headway above the uppermost cable in the trench should be 600mm. If due to a large no. Of cables headway is not available, 4" of 1:2:4 concreting should be done. Note:-(b-1) payment will be made as per actual work done on pro-rata basis, if required depth is not available at site. (b-2) if the depth of trench is not uniform in a span of 100 mtr. or shorter lengths if site condition demands along the cable run, minimum depth will be taken for that particular stretch for payment	360	CUM	207.63	74746.80

53	Laying of S&T Cables of various cores/ pairs/ quads in trenches/ GI pipes/ RCC pipes/ DWC pipes/ Trunking. This also includes laying of cables in track crossings & road crossings. Item includes provision of labels of coloured plastic adhesive tapes or any other identifiable material on each cable to give the cable number at each Gantry Post/hectometre post. (Cables will be meggered before and after its laying by contractor under supervision of Railway Representative and he will submit the meggering report of each testing). Length of the cable laid includes the length of the cable coiled for termination purposes. Note : Cable will be supplied by Rly.	2000	RM	4.24	8480.00
54	Supply of IPS DC-DC converter 24-32V DC, 10 Amp or 60-66 V DC, 5 Amp or 60-100V DC, 1 Amp/3 Amp/5 Amp. Note: Item will be supplied as per site requirement and make of existing IPS. Inspection : RDSO	5	No	20636.44	103182.20
55	Supply of Counter Block for control cum indication panel. Make- Deltron/Ultra or Superior. Inspection - Consignee	5	NO.	1805.93	9029.65
56	One set of different type of panel key for domino type control cum indication panel. Make- Deltron/Ultra or Superior. Inspection - Consignee	7	NO.	1240.68	8684.76
57	Supply of PVC insulated multi strand, single core copper conductor of size 16/0.2 mm (0.5sqmm) as per IS 694:2010 and RDSO Specn. No. IRS: S-76/89 (Amnd-3) or latest. Each coil should be of 100/200/500 meters length. Color of the wire which is required will be specified by the Engineer in charge. Inspection: Consignee subject to procurement from RDSO approved vendors	1	KM	6499.15	6499.15
58	Supply of 1 x 10Sq.mm. (Green) multi strand copper power wire as per IS: 694:2010 or latest, 140 conductor each dia 0.30mm +/- 0.01 with insulation thickness of 1.0 mm and nominal conductor resistance of 1.91 ohms/km and test parameters as per RDSO Specn.No.IRS:S-76/89 (Amnd.3) or latest. Color of the wire which is required will be specified by the Engineer in-charge Inspection: Consignee	500	MTR	100.85	50425.00
59	Supply of Drill Bit 9/32' (7.14mm) IS:5099/83 and 5101/69 or latest Make: JK or Any branded company Inspection: Consignee	100	No.	43.22	4322.00
Total of Schedule-A					1242595.91
Schedule-B (Non SOR)					
1	Supply of HSS Twist Drill Bit 13mm Note : 1 set consists of 10 piece of Drill Bit. Inspection : Consignee	10	Set	359.32	3593.20
2	Supply of Resistance 100 Ohm 10W Inspection - Consignee	20	No	17.90	358.00
3	Supply of Capacitor 22000 mf 50V Make- Keltron or Superior. Inspection - Consignee	30	No.	109.85	3295.50
4	Supply of Rotary switch compatible for Deltron make Domino type control cum indication LC Gate panel. Inspection : Consignee	20	NO	949.00	18980.00
5	Lifting as well as Alignment of the TLJB. This includes cost of all materials i.e Bolts & Nuts and Washer etc. With this work proper inlet of Cable at cable entry pipe, if cable shortage another cable to be laid into the cable entry pipe.	50	NO.	227.19	11359.50
6	Installation & commissioning of Point insulation Complete set as per RDSO/SPN/168/2005	50	NO	2269.23	113461.50
7	Cleaning , Scrubbing and Paining after application of primer, of Full Size Location Box complete , Concerned colours to be as per signal engineering manual. All the required paints and materials are to be supplied by the contractor. Note : Paints to be purchased from reputed company like Asian Paints/Berger/Shalimar for this Job. Grade of the required paint is to be as per the following spec. Alluminium:-IS:2339/63 with AMDT. 1 or latest. Black:- IS:8662/93 or latest. Golden yellow:- ISS:356 & IS:8662 or latest. Red oxide:- ISC:446 & IS:123/62 with AMDT.1 or latest.	50	No.	359.00	17950.00
8	Installation of complete operating and transmission system of L.C. gate right from winch machine to L.C. gate	1	No.	25000.00	25000.00
9	REPLACEMENT OF THE LOCATION BOX ALONG WITH THE RENOVATION OF THE EXISTING FOUNDATION OF THE LOCATION BOX. THIS INCLUDES COST OF THE SAND FILLING, IF REQUIRED. ALL THE MATERAILS REQUIRED FOR THIS WORK TO BE SUPPLIED BY THE CONTRACTOR EXCEPT THE LOCATION BOX & E-TYPE LOCKS WHICH ARE TO BE SUPPLIED BY THE RAILWAY.	5	No	1274.04	6370.20

10	SUPPLYING AND FILLING IN PLINTH OF LOCATION BOX WITH SAND UNDER FLOORS, INCLUDING WATERING RAMMING, CONSOLIDATING AND DRESSING COMPLETE . Note : 'No' in unit column indicates per Location Box having plinth volumn of 0.6 CUM.	5	No	945.07	4725.35
11	SOLDERING OF EARTH WIRE AND MINOR WIRING IN THE LOCATION BOX/RELAY ROOM AS PER THE DIRECTION OF SITE ENGINEER. THIS JOB INCLUDES ALL THE SOLDERING KIT THAT ARE REQUIRED TO ACCOMPLISH THE WORK. THIS WORK TO BE EXECUTED AT ANY TIME OF DAY / NIGHT AS PER THE INSTRUCTION OF RAILWAY SITE ENGINEER. 1 FITTER & 1 KHALASIS/ HELPERS TO BE PROVIDED PER DAY AS ONE(1) GANG FOR THIS JOB. Note: 'No' in the unit column indicates 'Mandays'	5	No.	1457.00	7285.00
12	Cement concrete platform around the location box for strenthening of foundation of full size apparatus case as per approved drawing. Cement concrete (150mm thickness) work will be included Brick work (125 mm width) with cement plaster (12 mm thickness) finished with floating coat of neat cement. The ratio of Cement/Sand/Stone will be as follows:- i) Cement concrete in the ratio of 1:2:4 (1 cement : 2 coarse sand : 4 graded aggregate 20 mm nominal size) ii) Brick work with cement mortar in the ratio of 1:6 (1 Cement : 6 Coarse sand) iii) Plastering with Cement & Sand mixture in the ratio of 1:4 (1 Cement: 4 fine sand)Cement, Sand, Brick & Stone chip to be supplied by the contractor.	20	NO.	5332.26	106645.20
13	FIXING OF FENCE AROUND THE S&T LOCATION BOX AND OTHER MISCLLANIOUS WORKS TO BE EXECUTED. THIS JOB INCLUDES CUTTING AND WELDING OF MS GRILL , DRILLING, CEMENT CONCRETING. THIS WORK TO BE EXECUTED IN THE AREA AS PER THE INSTRUCTION OF RAILWAY SITE ENGINEER(S). ALL THE MATERIALS (i.e SAND, CEMENT, STONE CHIP ETC) & MANPOWER TO BE SUPPLIED & PROVIDED BY THE CONTRACTOR EXCEPT MS GRILL FENCE . MS GRILL FENCE WILL BE SUPPLIED BY RLY. Note: (i) Per foundation of fence would be of 250mm X 250mm with 300mm minimum depth.(ii) This work includes carrying and shifting of MS grill fence from nearest S&T premises to the execution site.	300	MTR	400.00	120000.00
14	Eldyne Make Maintenance Tool Kit for MSDAC ETU001 Eldyne make against the test certificate & guarantee certificate of OEM.Consisting of Items as listed below and as prescribed by OEM but not limited to:- 1. True RMS Digital Multimeter with probe set-01 no. 2. Extended wired socket to Interface with diagnostic plug- 01 no 3. Selector Switch on Panel Base- 01 no. 4. Adjustable Torque Wrench with 13 mm and 19 mm inserts-01 set 5. 19 mm Double ended spanner-01 no. 6. Dummy Wheel-01 no. 7. Crimping Tool- 01no. Make/Brand - Eldyne Electro Systems Pvt Ltd, Kolkata. Accepted - "Make/Brand - "ELDYNE" of M/s Eldyne Electro Systems Pvt Ltd, Kolkata Inspection: Consignee	1	Set	131000.0 0	131000.00
15	Supply of Serial I/O Card, Part No. 3CR01881RAAA for Eldyne make MSDAC as per RDSO Spec. No. RDSO/SPN/176/2013, Ver.3 or latest Inspection: RDSO	3	NO	96653.00	289959.00
16	Supply of Parallel I/O Card, Part No.3CR01893 PEBB for Eldyne make MSDAC as per RDSO Spec. No. RDSO/SPN/176/2013, Ver.3 or latest Inspection: RDSO	3	NO	69552.00	208656.00
17	Supply of PSU, Part No. 3CR31040AAAA for Eldyne make MSDAC as per RDSO Specification No. RDSO/SPN/176/2013, Ver.3 or latest Inspection: RDSO	2	NO	195000.0 0	390000.00
18	Supply of CPU, Part No. 3CR10057AAAA for Eldyne make MSDAC as per RDSO Specification No. RDSO/SPN/176/2013, Ver.3 or latest Inspection: RDSO	2	NO	435500.0 0	871000.00
19	Supply of SK-30H Double rail Contact 8 Mtrs Rx Coil (Rx-1& Rx-2) for MSDAC, make- Eldyne as per RDSO Spec. No. RDSO/SPN/ 176/2013, Ver.3 or latest Inspection: RDSO	4	NO	81100.00	324400.00

20	Supply of ISDN (Digital) Card, for Eldyne make MSDAC for field unit as per RDSO Specification No. RDSO/SPN/176/2013, Ver.3 or latest Inspection: RDSO	2	NO	191297.0 0	382594.00
21	Supply of Mother board, Part No. 3CR01838AAAA for Eldyne make MSDAC for field unit as per RDSO Specification No. RDSO/SPN/176/2013, Ver.3 or latest Inspection: RDSO	2	NO	45200.00	90400.00
22	Tool kit for MSDAC ALTPRO as per RDSO specification No. RDSO/SPN/176/ 2013 Ver.-3 or latest & Manufacturers's Spec. or latest suitable with existing installations of Altpro (Sigma Rail Systems Pvt. Ltd) make MSDAC (Warranty Period : Upto 30 months from the date of supply) Inspection: Consignee.	1	No.	90000.00	90000.00
23	Supply of Trackside Unit (VUR) complete comprising of a) Front Panel(Track Side Unit) [VUR-P with lightening protection]; b) VUR Box and c) VUR Column, , Part No. AP215512 & Part No.AP215503 as per RDSO specification No. RDSO/SPN/176/2013 Ver.-3 or latest & Manufacturers's Spec. or latest suitable with existing installations of Altpro (Sigma Rail Systems Pvt. Ltd) make MSDAC (Warranty Period : Upto 30 months from the date of supply) Inspection: RDSO	2	No.	107016.0 0	214032.00
24	Sensor Mounting Bracket, Part No. AP215801 (make Altpro) as per RDSO specification No.RDSO/SPN/176/2013 Ver.-3 or latest& Manufacturers's Spec. or latest suitable with existing installations of Altpro (Sigma Rail Systems Pvt. Ltd) make MSDAC (Warranty Period : Upto 30 months from the date of supply) Inspection: RDSO	2	No.	33624.00	67248.00
25	Supply of SENSOR SHIELD/ DEFLECTOR OF ALTPRO MSDAC Part No. AP215514 as per RDSO specification No. RDSO/SPN/176/ 2013 Ver.-3 or latest & Manufacturers's Spec. or latest suitable with existing installations of Altpro (Sigma Rail Systems Pvt. Ltd) make MSDAC (Warranty Period : Upto 30 months from the date of supply) Inspection: RDSO	2	No.	29364.00	58728.00
26	SUPPLY OF TRANSMITTER COILS (15 Mtr Coil) - for CEL make HASSDAC as per RDSO /SPN/177/2012 with version 3 or latest Warranty- Upto 30 month from the date of supply. Inspection: RDSO . The Functionality test has to be checked by consignee before material inspection.	2	NO.	12600.00	25200.00
27	SUPPLY OF RECEIVER COILS (15 Mtr Coil) -- for CEL make HASSDAC as per RDSO /SPN/177/2012 with version 3 or latest . Warranty- Upto 30 month from the date of supply. Inspection: RDSO . The Functionality test has to be checked by consignee before material inspection.	2	NO.	12600.00	25200.00
28	SUPPLY OF MODEM CARD FOR CEL make SSDAC TYPE AXLE COUNTER AS PER RDSO/SPN/177/2012 (Ver-3) or latest version and ammendment upto date if any Warranty- Upto 30 month from the date of supply. Inspection: RDSO . The Functionality test of the Card has to be checked by consignee before material inspection.	2	NO	32600.00	65200.00
29	SUPPLY OF SIGNAL CONDITIONER CARD (SCC-1 = 50% & SCC-2 = 50%) FOR CEL make SSDAC TYPE AXLE COUNTER AS PER RDSO/SPN/ 177/2012 (Ver-3) or latest version and ammendment upto date if any Warranty- Upto 30 month from the date of supply. Inspection: RDSO .The Functionality test of the Card has to be checked by consignee before material inspection.	2	NO	32600.00	65200.00
30	SUPPLY OF RESET BOX FOR CEL make SSDAC TYPE AXLE COUNTER, MODEL 710P AS PER RDSO/SPN/177/ 2012 (Ver-3) or latest version and ammendment upto date if any Warranty- Upto 30 month from the date of supply. Inspection: RDSO . The Functionality test of the Card has to be checked by consignee before material inspection.	2	NO	42600.00	85200.00

31	Supply of WEB DETECTORS for CEL make SSDAC as per RDSO/SPN/177/ 2012 (Ver-3) or latest version and ammendment upto date if any (Each Set consists of 2 Nos TX.2 Nos. RX) Phase reversal Type . Warranty- Upto 30 month from the date of supply. Inspection: RDSO. The Functionality test of the Card has to be checked by consignee before material inspection.	2	SET	44600.00	89200.00
32	SUPPLY OF RELAY DRIVER CARD FOR CEL make SSDAC TYPE AXLE COUNTER AS PER RDSO/SPN/177/2012 (Ver-3) or latest version and ammendment upto date if any Warranty- Upto 30 month from the date of supply. Inspection: RDSO. Subject to procurement from RDSO approved vendor only. The Functionality test of the card has to be checked by consignee before material inspection..	2	NO	32600.00	65200.00
33	SUPPLY OF MICRO CONTROLLER LOGIC CARD (MLB-1 = 50% & MLB-2 = 50%) FOR CEL make SSDAC TYPE AXLE COUNTER AS PER RDSO/SPN/177/2012 (Ver-3) or latest version and ammendment upto date if any Warranty- Upto 30 month from the date of supply. Inspection: RDSO. Subject to procurement from RDSO approved vendor only. The Functionality test of the card has to be checked by consignee.	2	NO	44600.00	89200.00
34	SUPPLY OF 21 KHZ / 25 KHZ TRANSMITTER COILS ASSEMBLY COMPATIBLE TO GGTRONICS MAKE SSDAC CONFORMING TO SPEC. NO. RDSO/SPN/ 177/2012 (VER.3) AND/OR AS PER SITE REQUIREMENT. Note :- Length of the wire should be decided by site Enggneeer. The Functionality test of the Coil has to be checked by consignee before material inspection. Inspection: RDSO	2	No	30611.03	61222.06
35	SUPPLY OF 21 KHZ / 25 KHZ RECEIVER COILS ASSEMBLY COMPATIBLE TO GGTRONICS MAKE SSDAC CONFORMING TO SPEC. NO. RDSO/SPN/177/2012 (VER.3) AND/OR AS PER SITE REQUIREMENT. Note :- Length of the wire should be decided by site Enggneeer. The Functionality test of the Coil has to be checked by consignee before material inspection. Inspection: RDSO	2	No	30611.03	61222.06
36	Supply of BLEA for Siemens Make MSDAC as per RDSO Spn No./ RDSO/SPN/176/2013 ver-3 or latestWarranty- Upto 30 month from the date of supply. Inspection: RDSO	1	No.	161425.00	161425.00
37	Supply of STEU Cardfor Siemens Make MSDAC as per RDSO Spn No./ RDSO/SPN/176/2013 ver-3 or latest Warranty- Upto 30 month from the date of supply. Inspection: RDSO	1	No.	77720.00	77720.00
38	Supply of SIRIUS Card for Siemens Make MSDAC as per RDSO Spn No./ RDSO/SPN/176/2013 ver-3 or latest Warranty- Upto 30 month from the date of supply. Inspection: RDSO	1	No.	149355.00	149355.00
39	Supply of VAU Card for Siemens Make MSDAC as per RDSO Spn No./ RDSO/SPN/176/2013 ver-3 or latest Warranty- Upto 30 month from the date of supply. Inspection: RDSO	1	No.	121850.00	121850.00
40	Supply of Power Supply Module for Siemens Make MSDAC as per RDSO Spn No./ RDSO/SPN/176/2005 ver-2 or latest Warranty- Upto 30 month from the date of supply. Inspection: RDSO	1	No.	175015.00	175015.00
41	Supply of Double Rail contact assembly with Track side EJB for Siemens Make MSDAC as per RDSO Spn No./ RDSO/SPN/176/2013 or latest. Warranty- Upto 30 month from the date of supply. Inspection: RDSO	1	No.	309760.00	309760.00
42	Supply of Cable Clamp Assembly for sleeper (Galvanised) for dressing of Jumpers crossing the Rail. As per the Site requirement 60kg PSC/52kg for which drawing attached in the Annexure-C Inspection :- Consignee	50	No	844.92	42246.00
43	Fixing of Cable Clamp Assembly with Sleeper along with placing of HDPE Pipe and fixing of Jumper (Track, MSDAC etc.). This work includes Preparation of jumper, placing through HDPE pipe, proper termination of jumper in TLJB and rail along with required drilling in rail. Cost of Drill Machines & drill bits for drilling in Rail will be carried out by the Contractor. Note:- The work shall be executed as per site engineer. i) No. in the Unit column indicates as per Sleeper. ii) Two or three Clamps in each sleeper. iii) Jumper cable will be supplied by railway.	50	No.	1190.00	59500.00

44	Cleaning , Scrubbing and Paining after application of primer, of MAIN SIGNAL Post , including base, unit, ladder stage and all fittings (This includes calling-on signal, Dependent shunt signal, Junction type route indicator, Goods warning board, Cross marks etc. Concerned colours to be as per signal engineering manual. All the required paints and materials are to be supplied by the contractor. Note: Paints to be purchased from reputed company like Asian Paints/Berger/Shalimar for this Job. Grade of the required paint is to be as per the following spec. Alluminium:-IS:2339/63 with AMDT. 1 or latest. Black:- IS:8662/93 or latest. Golden yellow:- ISS:356 & IS:8662 or latest. Red oxide:- ISC:446 & IS:123/62 with AMDT.1 or latest.	20	NO	458.00	9160.00
45	SUPPLY OF BOOM SECTION FABRICATED FROM G.I SHEETS OCTAGONAL SHAPE, FIRST SECTION FOR ELB AS PER SPECIFICATION NO. RDSO/SPN/208/2012 VERSION 2.0 OR LATEST INSPECTION : CONSIGNEE.	2	NO	2600.00	5200.00
46	SUPPLY OF BOOM SECTION FABRICATED FROM G.I SHEETS OCTAGONAL SHAPE, SECOND SECTION FOR ELB AS PER SPECIFICATION NO. RDSO/SPN/208/2012 VERSION 2.0 OR LATEST. INSPECTION : CONSIGNEE.	5	NO	2300.00	11500.00
47	SUPPLY OF BOOM SECTION FABRICATED FROM G.I SHEETS OCTAGONAL SHAPE, THIRD SECTION FOR ELB AS PER SPECIFICATION NO. RDSO/SPN/208/2012 VERSION 2.0 OR LATEST INSPECTION : CONSIGNEE.	5	NO	2000.00	10000.00
48	SUPPLY OF BOOM SECTION FABRICATED FROM G.I SHEETS OCTAGONAL SHAPE, FOURTH SECTION FOR ELB AS PER SPECIFICATION NO. RDSO/SPN/208/2012 VERSION 2.0 OR LATEST INSPECTION : CONSIGNEE.	2	NO	1800.00	3600.00
49	Installation of boom locking arrangement complete as per DRG. NO. SA-8158/M(ADV).1 or latest.	1	No.	8000.00	8000.00
50	Supply of Digital Multimeter of Rishabh 6016 Advanced Multimeter or Similar/ superior, True RMS as per Technical Spec. -TS-1. Inspection : Consignee . The Functionality test of the Multimeter has to be checked by consignee.	1	NO	20771.90	20771.90
51	Supply of Hand Held True RMS smart leakage Clamp Meter of Rishabh ALCT-60A or Similar/ sipirior as per Technical Spec. -TS-2. Inspection : Consignee. The Functionality test of the Multimeter has to be checked by consignee.	1	No	26698.89	26698.89
52	Supply of round up chemical for dweeding.Brand : Salimar or Superior.Inspection : Consignee	30	Ltr	667.13	20013.90
53	WRITING LETTER ON SIGNALLING GEARS WITH SYNTHETIC ENAMEL PAINT OF ANY APPROVED COLOUR, MAKE AND BRAND, SIZE OF LETTER (ALL THE REQUIRED MATERIALS TO BE SUPPLIED BY THE CONTRACTOR). LETTER SIZE - 75 MM TO 125 MM.	10000	NO	11.31	113100.00
54	Supply of Orange coloured DWC (DOUBLE WALL CORRUGATED) PIPE As per IS-16205 Part - II DWC Pipes, SIZE::75mm OUTER DIA AND 60mm INNER DIA, LENGTH : 6 METER EACH PIPE. DWC HDPE PIPE, MAKE: DUTRON or JINDAL or GEMINI PIPES or Superior. (Warranty Period : Upto 30 months from the date of supply) Inspection : Consignee	200	MTR	73.50	14700.00
55	LOADING , UNLOADING AND TRANSPORTATION OF MATERIALS INCLUDING CABLES, LOCATION BOXES AND MISCLLANEOUS / RELEASED ITEMS REQUIRED FROM VARIOUS PLACES IN 9 MT TRUCK TO THE RAILWAY STORE AS PER SITE ENGINEER. A) TRANSPORTATION	98	KM	44.97	4407.06
56	LOADING , UNLOADING AND TRANSPORTATION OF MATERIALS INCLUDING CABLES, LOCATION BOXES AND MISCLLANEOUS/RELEASED ITEMS REQUIRED FROM VARIOUS PLACES IN 9 MT TRUCK TO THE RAILWAY STORE AS PER SITE. B) LOADING AND UNLOADING	4	PER TRIP	2008.20	8032.80

57	DURING THE BLOCK WORKING PERIOD OF ANY DEPARTMENT, DISMANTALLING / REFIXING / SHIFTING AND OTHER ALLIED WORK OF SIGNALLING EQUIPMENTS LIKE CABLE/ TLJB/ POINT MACHINE/ GROUND FITTINGS/ POINT JB/ AXLE COUNTER TRACK DEVICE, L.C. GATE, AND OTHER MISCLLANIOUS WORKS TO BE EXECUTED. THIS JOB INCLUDES COST OF RELEASING OF SIGNALLING EQUIPMENTS, GEARS & DEVICES AND RECONNECTION OF THE SAME AFTER THE WORK. THIS WORK TO BE EXECUTED AT ANY TIME OF DAY / NIGHT AS PER THE INSTRUCTION OF RAILWAY SITE ENGINEER(S). 1 ELECTRICAL WIRE MAN, 2 FITTER & 1 KHALASIS/ HELPERS TO BE PROVIDED PER DAY AS ONE(1) GANG FOR THIS JOB. Note: Mandays in unit column indicates Per Day/Per Night	20	Mand ays	3308.00	66160.00
Total of Schedule-B:					5607300.12
Total of Schedule-A+B :					6849896.03
GST @18% for all : item					1232981.29
Grand Total :					8082877.32

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

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to Rs. _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement).

And whereas the party hereto of the second part have received sum of Rs. _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to Rs. _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of Rs. _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No..... and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

(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 FA & CAO,

Eastern Railway, Kolkata,

Beneficiary: Sr.DSTE/Eastern Railway/Sealdah.

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through Sr. Divl. Signal & Telecom Engineer/ Divl. Signal & Telecom Engineer (Designation & address of Contract Signing Authority), Eastern Railway, Sealdah (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.

Contd...

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.

Form –6

Annual Contractual Turnover Certificate

Each Bidder must fill in this form:

NAME OF BIDDER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Form-7

Insurance Surety Bond for Performance Security

Vide Annexure-XVII of GCC - 2022

Name of the issuer of surety bond:

President of India,
Acting
Through FA & CAO,
Eastern Railway,
Kolkata.

Date
.....

Surety Bond No:
Amount of Bond:

Issue Date:.....
Expiry Date

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

AND

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

SB No:

Date:

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

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

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed, **XXXX (Rupees XXXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c. Unless the bank is served a written claim or demand on or before **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2025

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

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters].....

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

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

Specification of item No. 50 of Sch-B

Product Name :-	Hand Held Digital Multimeter
Display Counts, Digits	60000. 5 digits
Measuring Category	1000V CATIII
	600V CAT IV
Display	DUAL 4 6/7
Basic DC accuracy	0.05%
Wide VAC bandwidth	100 KHz
Bandwidth in mV	100 KHz
Auto/manual ranging	Yes
Voltage DC	60mV-1000V
Voltage AC & ACDC	60mV-1000V
DB measurement	dBm,dBu,dBV
Current DC	600μA-10A
Current AC & ACDC	600μA-10A
Measurement with Clamp Sensor	Yes
Resistance	600Ω-40MΩ
Frequency	600Hz-1MHz
Capacitance	10nF-1000μF
Temperature Sensors	PT100 ,PT1000 TYP K,TYP J
Duty cycle & Pulse width	Yes
Continuity with Buzzer	Yes
Diode test	Yes
Square Wave Output	Yes
Data Logging	32000 readings
View feature for Logged data	All readings can be viewed
Min-Max -Avg recording	Yes
Auto Hold	Yes
Self Battery Voltage Measurement	Yes
Settable Beep Level Setting	Yes
Settable Auto off Timing	Yes
Backlight	Yes
Protective Rubber Holster	Yes
Separate battery fuse access	Yes
Automatic power off	Yes
Low battery indication	Yes
Dangerous contact voltage indication	Yes
adaptor using software	Bluetooth & USB 2.0
Type of Battery	Non-Rechargeble (Alkaline)
Safety Certification	CE
Safety Rating	CATIII 1000V of IEC 61010
Warranty	1 Year
Make	Rishabh,Fluke or supirior

Specification of item No. 51 of Sch-B

Product Name :-	True RMS Smart Leakage Clamp Meter
Display Counts, Digits	3.5 digit Backlit LCD
Measuring Type	True RMS
Type	Hand Held
Count	3000
Resistance Measurement Range-	4 KiloOhm
Frequency Measurement Range	0.5 kilo herz
AC Current Measurement Range	10 Amph
AC Voltage Measurement Range	400volt
DC Current Measurement Range	100 Amph
DC Voltage Measurement Range	400volt
Type of Battery	Non-Rechargeble (Alkaline)
Safety Certification	CE
Safety Rating	CATIII600V of IEC 61010-2-D31
Warranty	1 Year
Make	Rishabh,Fluke or supirior

General Notes of schedule of work:-

- 1 Before submitting a tender quote, the vendor should thoroughly review all the terms, schedule rates and conditions mentioned in tender document. It is essential to have a clear understanding of all relevant documents, the scope of work, and the work site. Only then the vendor should proceed with quoting the tender. The necessary drawings must be collected from the drawing section of the Sealdah division. Once the tender is awarded, none of these aspects can be denied or disputed under any circumstances, otherwise necessary action will be taken as per terms & conditions of the Tender. All the installation item should be installed only by OEMs or OEM authorized Firm.
- 2 **Similar nature of Work :-** "Supply, Installation & Commissioning of Data Logger or RTUs OR Any Signal Interlocking Works involving EI OR RRI or PI OR IBS OR IBH OR LC Gate Interlocking OR Yard Modification OR UFSBI OR Track Circuit (AFTC OR DC TC) OR Axle Counter (SSDAC OR MSDAC OR HA-SSDAC)OR Automatic Signalling". to be considered as similar nature of work for the instant tender work.
- 3 Quoted rates will be inclusive of carrying cost of all materials & tools for the work, including loading & unloading involved in concerned Schedule work excluding GST. The GST should be shown separately on total cost.
- 4 Care should be taken to avoid damage to the existing gears during the work. Any damages to the Railway property shall be made good by the contractor at his own cost.
- 5 The supply items of the Schedule of Work to be inspected by the authority as mentioned in Schedule of work. Consignee inspection will be carried out by the authorised representative of Sr.DSTE/SDAH, and/or as advised by Sr. DSTE/SDAH. Also the materials related with the execution items of the schedule of work (apart from the above materials), such as bricks, cement, sand, stone chips, nuts & bolts, paints, wires etc. which are to be given by the contractor, are to be inspected & certified by the Rly site Engineer(s). Inspection cost, if any, has to be borne by the contractor.
 - i) For the items with consignee inspection, the vendor should consult the consignee prior to supply the item. Only one quantity of item needs to be inspected by consignee first, then getting clearance the total quantity should be supplied.
 - ii) At the time of supply of any item, the vendor should ensure the quantum from railway instead of supply the entire quantity in a single delivery.
- 6 All the supply items and materials as per the Schedule of Work to be deposited to the store of SSE/Signal/Store/SDAH with necessary inspection certificates and challans. Transportation cost, if any, has to be borne by the contractor.
- 7 In case of the excavation of trench, if the required depth is not available at site as per site condition, prior approval of the competent authority has to be taken before doing excavation of trench less than the required depth. Payment for the excavation of trench will be made then as per the actual work done on pro-rata basis. If the depth of trench is not uniform in a span of 100 m or shorter length if the site condition demands along the cable run, minimum depth will be taken for that particular stretch for payment.
- 8 All the cables will be laid as per the cable route plan approved by the Railway and/ or the instruction of the Railway site engineer. If any deviation is required, it must be approved by the competent authority in advance. Also cable meggering has to be done twice ~ before and after laying ~ in presence of the site engineer(s) of Railway. Only good insulation cable has to be utilised. Cable will be laid through DWC/GI pipe or without pipe as per the instruction of the Railway site engineer(s). Cables, GI/DWC pipe, Location Box, 'E' Type Lock etc. and all other materials (apart from those given by the contractor), which will be supplied by the Railway in connection with the Schedule of Work, are required to be collected from the store of SSE/Signal/Store/SDAH as required and/ or as advised by the Railway authority and transported to site including loading and unloading by the contractor at his own cost.
- 9 Warranty/ Guarantee of **30 months** shall be ensured for schedule item no. **22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41 & 54** of Schedule 'B' from the date of supply of materials to the railway store. Twelve Months Warranty/ Guarantee shall be ensured for all rest of the schedule items for supply and workmanship from the date of completion of the work. During the guarantee period the contractor shall be responsible for any repairs/ replacement of any defective installation free of cost.
- 10 Before the supply of materials, prior permission of Railway officials is to be taken.
- 11 All the tools, testing & measuring equipments and machines required for the work have to be arranged by the contractor at his own cost.
- 12 The work will be done under the supervision or as advised by Sr.DSTE/SDAH, and the disconnection memo will be issued by the authorised Railway person, if required.
- 13 After completion of the work, the concerned officer will certify the quality and the quantity of the work for their respective jurisdiction.
- 14 The site of work should be duly cleaned by the contractor.
- 15 During the work proper safety precautions have to be taken by the firm as per the Railway practice.

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

ANNEXURE – E

AN UNDERTAKING STATING THAT THE FIRM IS NOT BLACK LISTED OR DEBARRED ETC.

“Giving an undertaking that my/our firm participated in the tender in S&T Department of Eastern Railway, Sealdah Division is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV or registered company etc. in which I/we am/are the partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract”.

Signature of Proprietor/ Partners/ the individual Legally authorized to enter
into commitment on behalf of the firm.

Date :

ANNEXURE – AI

DETAILS OF PERSONNEL AND ORGANIZATION OF THE TENDERER

**LIST OF PERSONNEL/ ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE
TENDERED WORK :-**

Sl. No.	Name of Personnel	Age	Technical Qualification	Relation with the Tenderer	Commencement of Present Employment	Total Experience	Emolument
1	2	3	4	5	6	7	8

ANEXURE – AII

DETAILS OF PLANT AND MACHINERY WITH THE TENDERER

LIST OF PLANT AND MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED AND HIRED FOR THE SUBJECT WORK

Sl No.	Description of Plant & Machinery	No. of such plant & Machinery	Date of Purchase & Owner	Manufacturer & Date of Manufacture	Driven by Petrol/ Diesel/ Electric	Condition of the Plant & Machinery	Where can it be inspected	Owned/Proposed to be hired for the work	From whom it would be Hired
1	2	3	4	5	6	7	8	9	10

ANNEXURE –AIII

DETAILS OF WORKS CARRIED OUT IN THE PAST

Sl. No.	Name of Work & Contract Agreement No.	Nature of Work	Name & Address of Client/ Deptt.	Original Contract Value	Date of Award of Work	Scheduled Date of Completion	Actual Date of Start of Work	Actual Date of Completion	Payment Received Particulars	Final value of Contract
1	2	3	4	5	6	7	8	9	10	11

ANNEXURE – AIV

DETAILS OF WORKS WITH THE TENDERER PRESENTLY ON HAND

Sl . No.	Name of the work and contract Agreement No.	Nature of the Work	Name & Address of Client/ Deptt.	Original Contract Value	Date of Award of Work	Scheduled Date of Completion	Payment Received particulars	Approxima te Value of Balance Work	Remarks
1	2	3	4	5	6	7	8	9	10

ANNEXURE – AV

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS/ ENGINEERS WITH THE TENDERER

Sl. No.	Name of Officer/ Engineer	Relation of the Officer/ Engineer with the Tenderer	Designation & Place of Posting of the Officer/ Engineer while working on Railways	Date of Retirement of the Officer/ Engineer	Particulars of the permission taken for Association with the Tenderer	Whether necessary certificates enclosed or not
1	2	3	4	5	6	7

ANNEXURE – AVI

LIST OF COURT CASES OF THE TENDERER DURING LAST FIVE YEARS

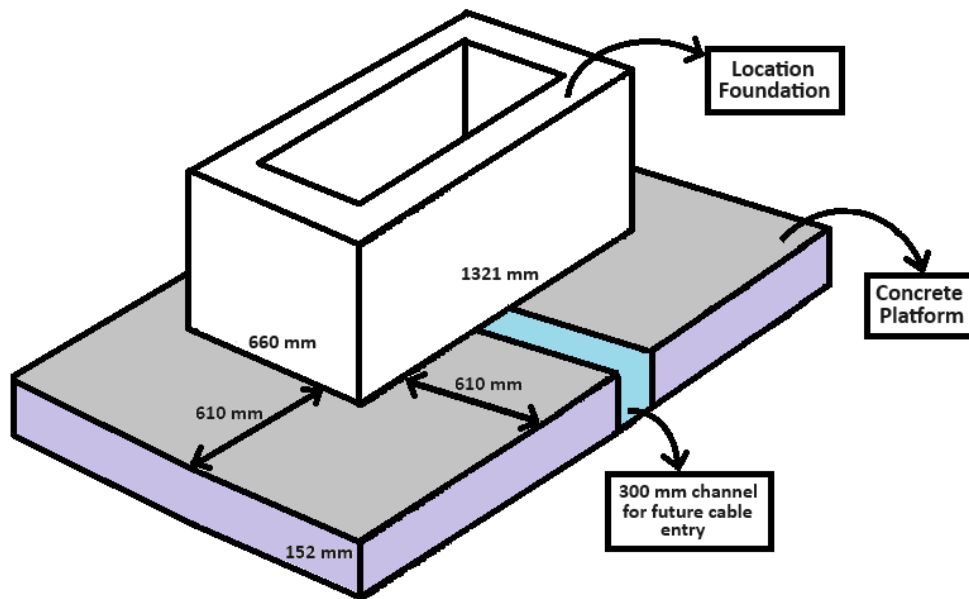
Sl. No.	Name of Works	Value of the work	Name of Client/ Dept	Name of the Court	Reference & date of filing the case	Relief Sought	Brief Reason for the Dispute	Present position of the case
1	2	3	4	5	6	7	8	9

ANNEXURE – AVII

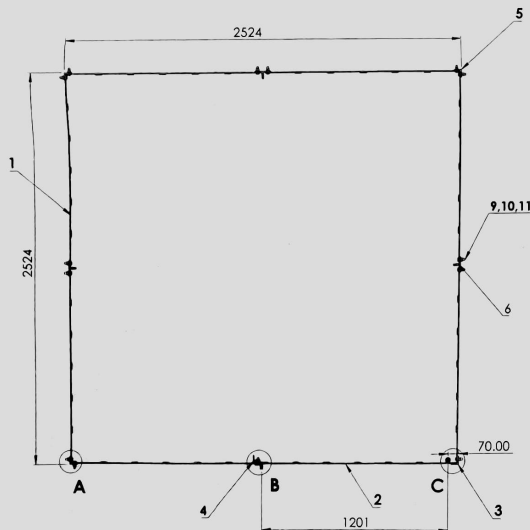
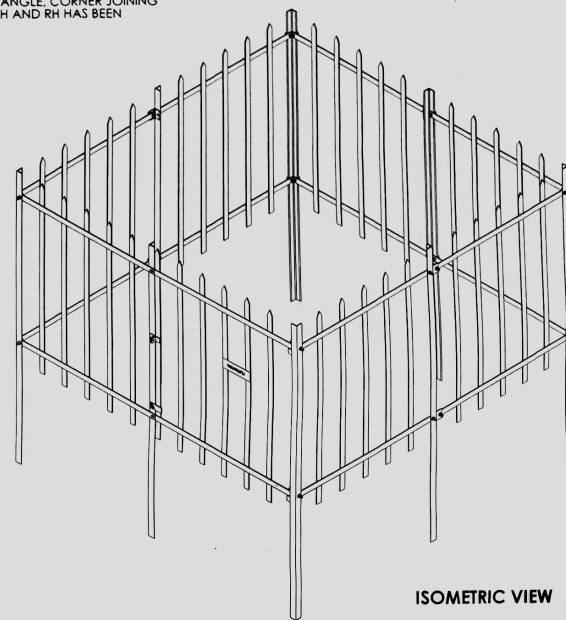
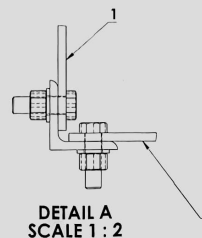
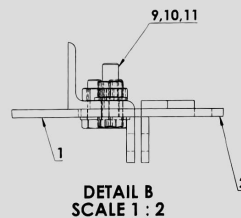
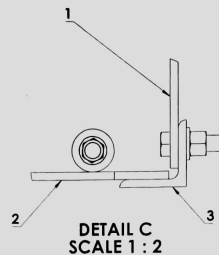
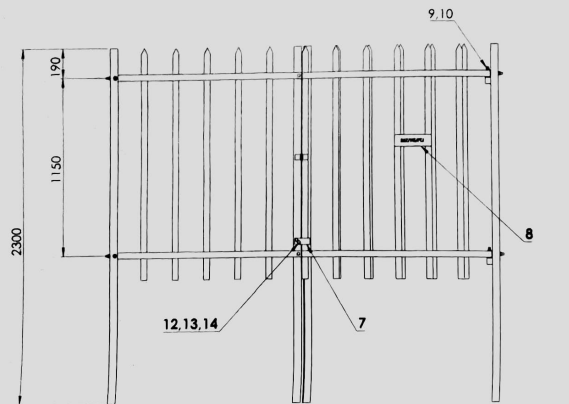
LIST OF ARBITRATION CASES OF THE TENDERER DURING LAST FIVE YEARS

Sl. No.	Name of Works	Value of the work	Name of Client/ Dept	Amount of Claim preferred with date	Claim of the deptt. If any	Brief Reason for the Dispute	Present position of the case	Remarks
1	2	3	4	5	6	7	8	9

Drawing for concretization of Platform at location Box item No.12 of Sch.B



ALT-2:
GRIP PIECE IN THE MIDDLE JOINING ANGLE. CORNER JOINING
ANGLE AND DOOR FIXING ANGLE LH AND RH HAS BEEN
REMOVED.



NOTE

1. ALL DIMENSIONS ARE IN MM
2. ALL DIMENSIONAL TOLERANCE AS PER THE CWM/STD 02118
3. ALL ITEMS SHALL BE PAINTED WITH TWO COATS OF ZINC CHROME PRIMER TO IS: 2074
4. NAME PLATE SHALL BE WELDED TO DOOR FRAME.

14	WASHER, MS	FOR M10 BOLT	2	IS:2016 TYPE-A				
13	HEX NUT, MS	M10	2	IS:1363 PART 3				
12	HEX BOLT, MS	M10X30	2	IS:1363 PART 1				
11	WASHER, MS	FOR M12 BOLT	30	IS:2016 TYPE-A				
10	HEX NUT, MS	M12	30	IS:1363 PART 3				
9	HEX BOLT, MS	M12X40	28	IS:1363 PART 1				
8	NAME PLATE		1	CWM 01523				
7	STOPPER		1	CWM 01423				
6	MIDDLE JOINING ANGLE		3	CWM 08423				
5	CORNER JOINING ANGLE		3	CWM 00723				
4	DOOR FIXING ANGLE LH		1	CWM 08623				
3	DOOR FIXING ANGLE RH		1	CWM 00523				
2	DOOR		1	CWM 00423				
1	MAIN FRAME		7	CWM 00323				

ITEM No.	DESCRIPTION	DIMENSIONS	QTY.	REF. DRGS.	MATLS SPEC.	WT/UNIT IN KGS	REMARKS
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SURFACE AREA IN Sq.M:

DRAWN

SANEESH E.S

FENCING ARRANGEMENT FOR GRS APP. CASE

CHECKED

SSE

VERIFIED

SCALE: 1:17.5

DRG. No. CWM 00223

APPD-AWM

ALT. No. 2

SHEET 1 OF 1

A2

C-SIGNED
CWM/S&T/WS/PTJ

S&T WORKSHOP, SOUTHERN RAILWAY, PODANUR